

# **EXHIBIT 3**

<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT 2 NORTHERN DISTRICT OF ALABAMA 3 SOUTHERN DIVISION 4 5 CIVIL ACTION NO. 2:15-cv-274-MHH 6 7 BRIANA WALKER, individually and on behalf 8 of herself and all others similarly 9 situated, 10 Plaintiffs, 11 vs. 12 FREEDOM RAIN, INC., d/b/a The Lovelady 13 Center, 14 Defendant. 15 16 DEPOSITION 17 OF 18 RHONDA GADDIS 19 October 21, 2015 20 21 REPORTED BY: Lisa Roussell 22 Certified Shorthand Reporter 23 and Notary Public</p>	<p style="text-align: right;">Page 3</p> <p>1 A P P E A R A N C E S 2 3 FOR THE PLAINTIFF: 4 Mr. Robert J. Camp 5 Attorney at Law 6 Wiggins, Childs, Pantazis, Fisher &amp; 7 Goldfarb, LLC 8 The Kress Building 9 301 19th Street North 10 Birmingham, AL 35203 11 12 FOR THE DEFENDANT: 13 Ms. Mary Ann Couch 14 Ms. Anne Knox Averitt 15 Attorney at Law 16 Bradley Arant Boult Cummings LLP 17 1819 Fifth Avenue North 18 Birmingham, AL 35203 19 20 21 22 23</p>
<p style="text-align: right;">Page 2</p> <p>1 S T I P U L A T I O N 2 IT IS STIPULATED AND AGREED, 3 by and between the parties, through their 4 respective counsel, that the deposition of 5 RHONDA GADDIS may be taken before Lisa 6 Roussell, Commissioner, Certified 7 Shorthand Reporter and Notary Public; 8 That the signature to and 9 reading of the deposition by the witness 10 is waived, the deposition to have the same 11 force and effect as if full compliance had 12 been had with all laws and rules of Court 13 relating to the taking of depositions; 14 That it shall not be necessary 15 for any objections to be made by counsel 16 to any questions, except as to form or 17 leading questions, and that counsel for 18 the parties may make objections and assign 19 grounds at the time of trial, or at the 20 time said deposition is offered in 21 evidence, or prior thereto. 22 23</p>	<p style="text-align: right;">Page 4</p> <p>1 OTHERS PRESENT: 2 Ms. Melinda Magahey 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23</p>

<p style="text-align: right;">Page 5</p> <p>1 INDEX OF EXAMINATION</p> <p>2 Page:</p> <p>3 Ms. Couch 6</p> <p>4 Mr. Camp 146</p> <p>5</p> <p>6 INDEX OF EXHIBITS</p> <p>7 Page:</p> <p>8 Defendant's 1 7</p> <p>9 Defendant's 2 10</p> <p>10 Defendant's 3 12</p> <p>11 Defendant's 4 26</p> <p>12 Defendant's 5 69</p> <p>13 Defendant's 6 71</p> <p>14 Defendant's 7 76</p> <p>15 Defendant's 8 77</p> <p>16 Defendant's 9 90</p> <p>17 Defendant's 10 98</p> <p>18 Defendant's 11 137</p> <p>19 Plaintiff's 1 153</p> <p>20 Plaintiff's 2 154</p> <p>21 Plaintiff's 3 156</p> <p>22</p> <p>23</p>	<p style="text-align: right;">Page 7</p> <p>1 case, The Lovelady Center. And we're</p> <p>2 going to be talking about Lovelady also</p> <p>3 known as Freedom Rain. I'm going to show</p> <p>4 you what we're going to mark as</p> <p>5 Defendant's Exhibit 1.</p> <p>6 (Whereupon, Defendant's</p> <p>7 Exhibit 1 was marked for</p> <p>8 identification and attached</p> <p>9 to the deposition.)</p> <p>10 Q. Did you sign this document</p> <p>11 which states that it's consent to join</p> <p>12 suit as party plaintiff?</p> <p>13 A. Yes.</p> <p>14 Q. And we're just going to kind</p> <p>15 of go over some ground rules here for the</p> <p>16 deposition. You understand that the court</p> <p>17 reporter swore you in, that you swore to</p> <p>18 tell the truth, and you're under oath?</p> <p>19 A. Yes, ma'am.</p> <p>20 Q. Do you understand that the</p> <p>21 laws of perjury apply?</p> <p>22 A. Yes, ma'am.</p> <p>23 Q. Do you know what that means,</p>
<p style="text-align: right;">Page 6</p> <p>1 I, Lisa Roussell, a Certified</p> <p>2 Shorthand Reporter of Birmingham, Alabama,</p> <p>3 and a Notary Public for the State of</p> <p>4 Alabama at Large, acting as Commissioner,</p> <p>5 certify that on this date, as provided by</p> <p>6 the Federal Rules of Civil Procedure of</p> <p>7 the United States District Court, and the</p> <p>8 foregoing stipulation of counsel, there</p> <p>9 came before me at Wiggins, Childs,</p> <p>10 Pantazis, Fisher &amp; Goldfarb, 301 19th</p> <p>11 Street North, Birmingham, Alabama 35203,</p> <p>12 on October 21, 2015, commencing at 10:12</p> <p>13 a.m., RHONDA GADDIS, witness in the above</p> <p>14 cause, for oral examination, whereupon the</p> <p>15 following proceedings were had:</p> <p>16</p> <p>17 RHONDA GADDIS,</p> <p>18 being first duly sworn, was examined and</p> <p>19 testified as follows:</p> <p>20</p> <p>21 EXAMINATION BY MS. COUCH:</p> <p>22 Q. Good morning. I'm Mary Ann</p> <p>23 Couch. I represent the defendant in this</p>	<p style="text-align: right;">Page 8</p> <p>1 that it's a crime to lie under oath?</p> <p>2 A. Yes, ma'am.</p> <p>3 Q. Are you on any medications</p> <p>4 today?</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. What medications are you on?</p> <p>7 A. Phenergan, 12.5 milligrams;</p> <p>8 Hydrocodone, 7.5 milligrams; and</p> <p>9 Amoxicillin, 500 milligrams.</p> <p>10 Q. Can you please identify if</p> <p>11 those are prescription drugs, and if they</p> <p>12 are, why they were prescribed to you?</p> <p>13 A. They're all prescriptions.</p> <p>14 The Phenergan was prescribed for a</p> <p>15 condition called Hyperemesis Gravidarum,</p> <p>16 and it's a pregnancy condition that causes</p> <p>17 severe morning sickness and weight loss.</p> <p>18 The Amoxicillin and Hydrocodone were</p> <p>19 prescribed by my dentist on Saturday for</p> <p>20 oral surgery and infected teeth.</p> <p>21 Q. Did you have oral surgery?</p> <p>22 A. I did, Saturday.</p> <p>23 Q. What was the procedure?</p>

<p style="text-align: right;">Page 9</p> <p>1 A. They did four extractions. 2 Three were simple and one they thought was 3 going to be simple turned out to be 4 complicated. There are six sutures in my 5 mouth right now. 6 Q. So you were in a lot of pain? 7 A. Yes. I'm still is some pain. 8 Q. I think you described two of 9 the drugs you were on. Is there a third? 10 A. Amoxicillin is just an 11 antibiotic because I have other teeth that 12 are still abscessed. 13 Q. Are any of those drugs making 14 you feel today that you can't think 15 clearly? 16 A. That I cannot? No, they're 17 not affecting my ability to think. 18 Q. Do you otherwise feel okay to 19 give your testimony under sworn oath? 20 A. Yes. 21 Q. A couple of other ground 22 rules, make sure you speak up as clearly 23 as possible for the court reporter to make</p>	<p style="text-align: right;">Page 11</p> <p>1 document. 2 A. (Witness reviewing document.) 3 Okay. 4 Q. Did you help and prepare the 5 answers to these interrogatories? 6 A. Yes. 7 Q. Do you know whether or not 8 they are complete, if the answers are 9 correct and accurate? 10 A. To the best of my knowledge, 11 they're accurate and correct at this time. 12 Also, that I can remember here. 13 (Witness conferring with 14 counsel.) 15 A. Oh, I'm sorry. So the 16 criminal history, there are misdemeanor 17 convictions that I don't recall how many 18 counts the misdemeanor convictions, but I 19 know that there were four possession of 20 drug paraphernalia, trespassing, and 21 shoplifting. 22 Q. Are there any other answers 23 that are incomplete at this time?</p>
<p style="text-align: right;">Page 10</p> <p>1 her job easier. I will try not to talk 2 over you. If you can, try not to talk 3 over me to make our statements clear for 4 the court reporter. Make sure that you 5 give verbal responses or a yes or a no 6 answer if it's applicable instead of 7 nodding your head or waving your arms or 8 something like that. Just to make her job 9 easier. It will go quicker and more 10 smoothly for everybody. Let me know if at 11 any time you don't understand any one of 12 my questions, and I'll restate it for you. 13 If we need to take breaks, we'll do that 14 as well. We'll go ahead and get started 15 on sort of some background information. 16 MS. COUCH: I'm going to mark 17 as Exhibit 2, your responses to the 18 Lovelady Center's interrogatories. 19 (Whereupon, Defendant's 20 Exhibit 2 was marked for 21 identification and attached 22 to the deposition.) 23 Q. Take a minute to look over the</p>	<p style="text-align: right;">Page 12</p> <p>1 A. I don't believe so. 2 Q. Okay. I'm going to show you 3 what we've marked as Defendant's Exhibit 4 3. 5 (Whereupon, Defendant's 6 Exhibit 3 was marked for 7 identification and attached 8 to the deposition.) 9 Q. These are responses to the 10 Lovelady Center's request for production 11 of documents. 12 A. Okay. 13 Q. Are these responses correct as 14 you read them here today? 15 A. Yes. 16 Q. Is there anything that you 17 would add or change? 18 A. Not at this time. 19 MR. CAMP: Like I said earlier, 20 we have a response of documents that will 21 be produced as soon as they're brought 22 downstairs. 23 Q. Ms. Gaddis, could you please</p>

**Rhonda Gaddis****4**

<p style="text-align: right;">Page 13</p> <p>1 state your date of birth for the record?</p> <p>2 A. [REDACTED] 1982.</p> <p>3 Q. Social Security number?</p> <p>4 A. [REDACTED] -8343.</p> <p>5 Q. And what's your current</p> <p>6 address?</p> <p>7 A. [REDACTED],</p> <p>8 Birmingham, Alabama [REDACTED].</p> <p>9 Q. How long have you lived at</p> <p>10 that address?</p> <p>11 A. Two months.</p> <p>12 Q. Where did you live before your</p> <p>13 current address?</p> <p>14 A. In Odenville. It's [REDACTED]</p> <p>15 [REDACTED], Odenville, Alabama, and I</p> <p>16 don't remember the zip code. Sorry.</p> <p>17 Q. How long did you live in</p> <p>18 Odenville?</p> <p>19 A. About a year.</p> <p>20 Q. At your current address, does</p> <p>21 anyone live there with you?</p> <p>22 A. The landlord. It's his house.</p> <p>23 I rent the upstairs but he lives</p>	<p style="text-align: right;">Page 15</p> <p>1 seven years. He's in the state of</p> <p>2 Florida.</p> <p>3 Q. Where does he live in Florida?</p> <p>4 A. I don't know.</p> <p>5 Q. Do you know where he last</p> <p>6 lived?</p> <p>7 A. In Niceville, Florida.</p> <p>8 Q. But you are still legally</p> <p>9 married to your husband?</p> <p>10 A. Yes.</p> <p>11 Q. And what's his name?</p> <p>12 A. Brandon Gaddis.</p> <p>13 Q. Do you and your husband have</p> <p>14 any children together?</p> <p>15 A. Yes.</p> <p>16 Q. Could you please state their</p> <p>17 names?</p> <p>18 A. [REDACTED].</p> <p>19 Q. Is that it?</p> <p>20 A. Uh-huh.</p> <p>21 Q. How old is he?</p> <p>22 A. Seven.</p> <p>23 Q. Where does he live?</p>
<p style="text-align: right;">Page 14</p> <p>1 downstairs.</p> <p>2 Q. Who's the landlord? What's</p> <p>3 his name?</p> <p>4 A. Nicholas Hunt.</p> <p>5 Q. Does anyone live with you in</p> <p>6 the -- did you say you live in the</p> <p>7 downstairs or the upstairs?</p> <p>8 A. I live upstairs.</p> <p>9 Q. Does anyone live with you</p> <p>10 upstairs?</p> <p>11 A. No.</p> <p>12 Q. No husband or boyfriend?</p> <p>13 A. No.</p> <p>14 Q. Do you have a husband or</p> <p>15 boyfriend?</p> <p>16 A. Not at this time.</p> <p>17 Q. Okay. Have you recently had a</p> <p>18 husband or boyfriend?</p> <p>19 A. Yes.</p> <p>20 Q. Was this a husband?</p> <p>21 A. No. Boyfriend. Actually,</p> <p>22 okay. This is a little complicated. I do</p> <p>23 have a husband. We've been separated for</p>	<p style="text-align: right;">Page 16</p> <p>1 A. With his father in Florida,</p> <p>2 with Brandon Gaddis.</p> <p>3 Q. And you don't know where</p> <p>4 either of them are in Florida at this</p> <p>5 time?</p> <p>6 A. I don't.</p> <p>7 Q. When's the last time you had</p> <p>8 contact with your husband or your son?</p> <p>9 A. Eight months ago.</p> <p>10 Q. Okay. Do you have any other</p> <p>11 children?</p> <p>12 A. Yes.</p> <p>13 Q. What are their names?</p> <p>14 A. My oldest child, his name is</p> <p>15 [REDACTED], and my middle child, her</p> <p>16 name is [REDACTED].</p> <p>17 Q. Your oldest child [REDACTED], how</p> <p>18 old is he?</p> <p>19 A. Fourteen.</p> <p>20 Q. And your middle name,</p> <p>21 [REDACTED] how old is she?</p> <p>22 A. Nine.</p> <p>23 Q. Where does [REDACTED] live?</p>

**Rhonda Gaddis****5**

<p style="text-align: right;">Page 17</p> <p>1 A. I don't know.</p> <p>2 Q. When did you last talk to</p> <p>3 [REDACTED]?</p> <p>4 A. When he was nine months old.</p> <p>5 He was placed for adoption.</p> <p>6 Q. Okay. And do you know where,</p> <p>7 what family he was adopted by?</p> <p>8 A. Mitchell and Annette [REDACTED]</p> <p>9 adopted him.</p> <p>10 Q. Was that in Alabama or</p> <p>11 Florida?</p> <p>12 A. At the time they lived in</p> <p>13 Alabama. They lived in Pelham, Alabama,</p> <p>14 but they moved to Mississippi years ago,</p> <p>15 and I didn't have an address or any</p> <p>16 contact information from them.</p> <p>17 Q. Where does [REDACTED] live?</p> <p>18 A. With my aunt, Janis Jacobs in</p> <p>19 Huntsville, Alabama.</p> <p>20 Q. How long has she lived there?</p> <p>21 A. Since 2012.</p> <p>22 Q. Okay. And when's the last</p> <p>23 time you saw [REDACTED]?</p>	<p style="text-align: right;">Page 19</p> <p>1 I was raised as a Baptist, but I've kind</p> <p>2 of strayed from the Baptist faith, but I</p> <p>3 still consider myself a Christian.</p> <p>4 Q. Do you go to any church?</p> <p>5 A. Not at this time.</p> <p>6 Q. Is Lovelady religious?</p> <p>7 MR. CAMP: Object to the form.</p> <p>8 You're asking her if a legal entity is</p> <p>9 religious?</p> <p>10 Q. Is it affiliated with any</p> <p>11 religious entity?</p> <p>12 A. They have spiritual classes.</p> <p>13 I don't know how to answer that question,</p> <p>14 to be honest with you.</p> <p>15 Q. Was Lovelady involved in your</p> <p>16 religion or your spiritual growth?</p> <p>17 A. No.</p> <p>18 Q. Did Lovelady provide any</p> <p>19 spiritual or religious services to you</p> <p>20 while you lived there?</p> <p>21 A. Yes. They were required, not</p> <p>22 optional.</p> <p>23 Q. Did you participate in any of</p>
<p style="text-align: right;">Page 18</p> <p>1 A. Last Christmas.</p> <p>2 Q. Does your aunt have legal</p> <p>3 custody of [REDACTED]?</p> <p>4 A. Yes.</p> <p>5 Q. And how long has she had legal</p> <p>6 custody of [REDACTED]?</p> <p>7 A. Since March of 2013.</p> <p>8 Q. What was the reason that your</p> <p>9 aunt was given legal custody of your</p> <p>10 daughter, [REDACTED]?</p> <p>11 A. I left her in the care of my</p> <p>12 aunt because I was addicted to drugs, and</p> <p>13 I could not care for her.</p> <p>14 Q. Did any of your children live</p> <p>15 at the Lovelady Center when you were</p> <p>16 there?</p> <p>17 A. No.</p> <p>18 Q. Have you ever been in the</p> <p>19 military?</p> <p>20 A. No.</p> <p>21 Q. Are you affiliated with any</p> <p>22 specific religion?</p> <p>23 A. I consider myself Christian.</p>	<p style="text-align: right;">Page 20</p> <p>1 those types of services?</p> <p>2 A. I did. I had to. It's part</p> <p>3 of the program.</p> <p>4 Q. Are you a person who sticks by</p> <p>5 their word?</p> <p>6 A. Yes.</p> <p>7 Q. If you say something, will you</p> <p>8 follow through with it?</p> <p>9 A. To the best of my ability,</p> <p>10 yes.</p> <p>11 Q. Is it ever okay to lie or to</p> <p>12 tell a half truth? Is it ever okay to lie</p> <p>13 or tell a half true even to protect your</p> <p>14 family or yourself?</p> <p>15 A. No.</p> <p>16 Q. Okay. I know earlier you</p> <p>17 mentioned some additional misdemeanor</p> <p>18 charges that were not on your</p> <p>19 interrogatory responses, but could you</p> <p>20 please state all the instances when you've</p> <p>21 been arrested or in jail, including those</p> <p>22 misdemeanors and including the felonies</p> <p>23 that were listed on your interrogatory</p>

<p style="text-align: right;">Page 21</p> <p>1 responses?</p> <p>2 A. To be honest, I cannot at this</p> <p>3 time recall every time that I've been</p> <p>4 arrested. There are numerous occasions</p> <p>5 where I've been arrested, while I was</p> <p>6 addicted to drugs. What I can tell you is</p> <p>7 I have a total of five felony arrest</p> <p>8 convictions and multiple accounts of</p> <p>9 misdemeanors, and some of them were</p> <p>10 together. Some of the felonies and</p> <p>11 misdemeanors came together like there was</p> <p>12 a possession, which was also a misdemeanor</p> <p>13 for paraphernalia, and then the</p> <p>14 trespassing and the shoplifting</p> <p>15 misdemeanors were separate incidents.</p> <p>16 Q. Do you know what the felonies</p> <p>17 were for; do you remember?</p> <p>18 A. Possession of cocaine,</p> <p>19 possession of methamphetamines, and grand</p> <p>20 theft auto.</p> <p>21 Q. And did you do any jail time</p> <p>22 for any of those offenses?</p> <p>23 A. Yes.</p>	<p style="text-align: right;">Page 23</p> <p>1 I have. I'm sorry. There was a lawsuit</p> <p>2 that I was involved in when I was part of</p> <p>3 a wreck. I was pregnant with my youngest</p> <p>4 child. Other than that, I cannot recall</p> <p>5 any other lawsuits at this time. Legal</p> <p>6 proceedings, just the criminal stuff that</p> <p>7 I've described to you.</p> <p>8 Q. And so that lawsuit, did you</p> <p>9 get in an accident?</p> <p>10 A. My sister was driving, but I</p> <p>11 was in the car with her.</p> <p>12 Q. Were you hurt?</p> <p>13 A. Yes.</p> <p>14 Q. And so did you sue the other</p> <p>15 driver?</p> <p>16 A. I did.</p> <p>17 Q. Did your sister also sue?</p> <p>18 A. She did.</p> <p>19 Q. Did you recover any money from</p> <p>20 that lawsuit?</p> <p>21 A. Yes, ma'am.</p> <p>22 Q. Do you recall the amount of</p> <p>23 money you recovered?</p>
<p style="text-align: right;">Page 22</p> <p>1 Q. How much jail time, and was it</p> <p>2 at different points in your life or all at</p> <p>3 once?</p> <p>4 A. No. They were at different</p> <p>5 points. I did a year for the possession</p> <p>6 of cocaine, and the grand theft auto was</p> <p>7 the first two felony charges that I was</p> <p>8 arrested for, and the subsequent</p> <p>9 possession of cocaine, I don't remember</p> <p>10 how much time I received for that. But</p> <p>11 the possession of methamphetamines, I</p> <p>12 served over a year in jail.</p> <p>13 Q. Where were you at jail for</p> <p>14 each of those instances?</p> <p>15 A. The possession of cocaine and</p> <p>16 grand theft auto, it was Escambia County,</p> <p>17 Florida, and possession of</p> <p>18 methamphetamines and the shop lifting and</p> <p>19 trespassing was Madison County, Alabama.</p> <p>20 Q. Have you been involved in any</p> <p>21 other lawsuits or investigations by the</p> <p>22 police or other authorities?</p> <p>23 A. Lawsuits, no. Actually, yes,</p>	<p style="text-align: right;">Page 24</p> <p>1 A. I think it was a little over</p> <p>2 seven thousand dollars.</p> <p>3 Q. Do you know where that lawsuit</p> <p>4 was filed?</p> <p>5 A. The wreck occurred in</p> <p>6 Jefferson County, Alabama but we lived in</p> <p>7 Shelby County, Alabama at the time, so...</p> <p>8 Q. Do you recall the name of your</p> <p>9 attorney?</p> <p>10 A. I don't. It was seven years</p> <p>11 ago.</p> <p>12 Q. And you mentioned you were</p> <p>13 pregnant at the time with your --</p> <p>14 A. My youngest child.</p> <p>15 Q. And back to something you</p> <p>16 mentioned at the very beginning of this</p> <p>17 deposition. You mentioned you were on a</p> <p>18 drug because of morning sickness. Are you</p> <p>19 pregnant currently?</p> <p>20 A. Yes.</p> <p>21 Q. So you said that you've been</p> <p>22 involved in that one lawsuit, but no other</p> <p>23 investigations except for the arrests and</p>



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1 jail time that we've already talked about?

2 A. Yes, ma'am.

3 Q. No other civil actions like

4 the one we're involved in now versus

5 criminal?

6 A. Not that I can recall at this

7 time.

8 Q. Have you been involved in any

9 what we call EEOC complaints or charges

10 that those are complaints with the Equal

11 Employment Opportunity Commission?

12 A. Oh, yes.

13 Q. When have you ever filed a

14 complaint or been involved in an EEOC

15 charge?

16 A. I filed a complaint with the

17 labor department in 2014.

18 Q. What was that for?

19 A. For the unpaid wages working

20 at Lovelady. But it was only like I made

21 the complaint to the labor department, and

22 what I was compensated for was only the

23 time after I graduated their program.

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1 So...

2 Q. Okay. So do you agree that

3 you received money from the Lovelady

4 Center as a result of the department's

5 labor investigation?

6 A. Not for the time that I was in

7 the program. Only the time after I

8 graduated the program. I was no longer in

9 the center for that time period.

10 Q. Do you recall the amount of

11 money that you got from Lovelady for wages

12 due to you for your time spent working

13 after your involvement in the Lovelady

14 program, after you graduated the program?

15 A. The amount of the check was

16 one thousand two hundred and fifty

17 dollars, I think.

18 Q. Okay. I'm going to mark as

19 Defendant's Exhibit 4, documents that we

20 produced to your attorney earlier this

21 morning that represent your settlement

22 with the department of labor.

23 (Whereupon, Defendant's

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1 Exhibit 4 was marked for

2 identification and attached

3 to the deposition.)

4 Q. I'd like you to take a look at

5 those documents.

6 A. (Witness reviewing documents.)

7 Q. Did you sign these documents?

8 A. I did.

9 Q. And did you accept the check

10 that's reflected on the fourth page of the

11 documents?

12 A. I signed them because I was

13 told to sign them in order to get the

14 check, and yes, I did get the check, but I

15 didn't read what I signed. And I wasn't

16 aware of my rights at the time I signed

17 this, so...

18 Q. What did you think this money

19 was for? At the time you signed this

20 settlement, what did you think the money

21 was for?

22 A. I was told, before I signed

23 this, a representative from the department

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1 of labor called me and told me that there

2 would be compensation for the time after I

3 graduated the Lovelady's program, and that

4 this is what this was for. That does not

5 include at the time that I was in the

6 center that I was also paid less than

7 minimum wage.

8 Q. You just stated that at the

9 time you signed this agreement, someone

10 from the department of labor told you that

11 this settlement check for over one

12 thousand two hundred and fifty dollars was

13 for time that you worked after you

14 graduated?

15 A. Yes, ma'am.

16 MR. CAMP: Object to the form.

17 Mischaracterizes her testimony. You can

18 answer.

19 MS. AVERITT: I think she did

20 answer.

21 Q. Have you ever been involved in

22 any other EEOC charges apart from the

23 department of labor investigation we've



<p style="text-align: right;">Page 29</p> <p>1 talked about?</p> <p>2 A. No, not that I can recall.</p> <p>3 Q. Have you ever had your</p> <p>4 deposition taken before?</p> <p>5 A. No.</p> <p>6 Q. Was your deposition taken in</p> <p>7 the car wreck case we talked about a</p> <p>8 minute ago?</p> <p>9 A. No.</p> <p>10 Q. Have you ever testified in</p> <p>11 court?</p> <p>12 A. No.</p> <p>13 Q. Or taken any other sworn</p> <p>14 testimony?</p> <p>15 A. What do you mean by sworn</p> <p>16 testimony?</p> <p>17 Q. Testimony that's under oath</p> <p>18 where you swear to tell the truth.</p> <p>19 A. No.</p> <p>20 Q. What did you do to prepare for</p> <p>21 your deposition today?</p> <p>22 A. I met with Robert Camp and</p> <p>23 Rusty Adams.</p>	<p style="text-align: right;">Page 31</p> <p>1 Lovelady. I'd like to ask you a little</p> <p>2 bit about your education. Did you</p> <p>3 complete high school?</p> <p>4 A. No.</p> <p>5 Q. What grade did you complete?</p> <p>6 A. The highest grade that I</p> <p>7 completed was eleventh. I dropped out my</p> <p>8 senior year.</p> <p>9 Q. Where did you go to high</p> <p>10 school?</p> <p>11 A. Well, there were multiple high</p> <p>12 schools. I went back and forth between</p> <p>13 family members as a child. So I was at</p> <p>14 Hewitt-Trussville High School for a brief</p> <p>15 period as well as a school that's also a</p> <p>16 vocational school called Renaissance High</p> <p>17 in Pelham, Alabama and Hewitt-Trussville.</p> <p>18 Q. So was your last year at</p> <p>19 eleventh grade at Hewitt-Trussville?</p> <p>20 A. No. My last year was at</p> <p>21 Renaissance High.</p> <p>22 Q. Did you ever complete your</p> <p>23 GED?</p>
<p style="text-align: right;">Page 30</p> <p>1 Q. Did you talk to anyone else</p> <p>2 besides your lawyers, Robert and Rusty?</p> <p>3 A. No.</p> <p>4 Q. Did you look at any documents?</p> <p>5 A. Yes.</p> <p>6 Q. What documents were those?</p> <p>7 A. This one the "2." And I also</p> <p>8 made sure I had copies with me of the tax</p> <p>9 information that I had given them.</p> <p>10 Q. And what tax information</p> <p>11 specifically?</p> <p>12 A. It's the 1099 from the</p> <p>13 Lovelady Center and the W4's or the W2's</p> <p>14 for Burger King, GRG Ventures, and Subway.</p> <p>15 GRG Ventures. It's the corporation for</p> <p>16 Burger King.</p> <p>17 Q. I'm not sure we have the</p> <p>18 Subway one, but maybe that's in the</p> <p>19 documents you're giving us.</p> <p>20 A. I think it says Extension P</p> <p>21 Group.</p> <p>22 Q. A little more background, and</p> <p>23 then we'll move into your time at</p>	<p style="text-align: right;">Page 32</p> <p>1 A. Yes.</p> <p>2 Q. Where did you complete that?</p> <p>3 A. In Tallahassee, Florida in</p> <p>4 2003.</p> <p>5 Q. You were living in Tallahassee</p> <p>6 at the time?</p> <p>7 A. Well, I was living in</p> <p>8 Pensacola, but the GED was issued from</p> <p>9 Tallahassee department. That's where the</p> <p>10 department of education for Florida is</p> <p>11 located, so...</p> <p>12 Q. What were you doing in</p> <p>13 Pensacola?</p> <p>14 A. I lived with my aunt.</p> <p>15 Q. Have you ever taken any</p> <p>16 classes for college credit?</p> <p>17 A. Yes.</p> <p>18 Q. What types of classes?</p> <p>19 A. Just the Tennessee Temple</p> <p>20 courses that were required at the Lovelady</p> <p>21 Center.</p> <p>22 Q. Do you know about how many</p> <p>23 classes that was?</p>

<p style="text-align: right;">Page 33</p> <p>1 A. I don't recall at this time,  2 to be honest.  3 Q. Have you received any other  4 certificates for training or for any sort  5 of education experience beyond the GED?  6 A. I'm service aide certified.  7 Q. What does that mean?  8 A. It's a restaurant  9 certification. If you're a management in  10 a food establishment, you have to have a  11 restaurant certification.  12 Q. So did you do training to  13 receive that certificate?  14 A. Yes.  15 Q. What type of training?  16 A. On-the-job training as well as  17 a book that you have to read and go over.  18 It covers food safety issues and...  19 Q. Okay. Have you had any legal  20 training?  21 A. No.  22 Q. Have you ever had any medical  23 training?</p>	<p style="text-align: right;">Page 35</p> <p>1 Q. Did you apply for that job?  2 A. No, I didn't.  3 Q. How did you get the job?  4 A. My friend owned the company.  5 Q. So did you interview for it?  6 A. No.  7 Q. Did you have any training for  8 it?  9 A. Yes.  10 Q. What type of training did you  11 have for that job?  12 A. Well, he trained me as well,  13 the owner of company.  14 Q. So what did he do? What were  15 your job duties?  16 A. He just showed me how to do  17 the different things that needed to be  18 done, painting, how to tape off, how to  19 cut lines, how to take care of the tools.  20 Q. So were you building?  21 A. It was a remodeling company,  22 so we did a lot of different aspects of  23 construction. Sometimes it was tile.</p>
<p style="text-align: right;">Page 34</p> <p>1 A. No.  2 Q. Since high school, since  3 eleventh grade, when you dropped out at  4 that point, have you had any jobs?  5 A. Yes.  6 Q. Can we go through those jobs  7 since eleventh grade in high school, what  8 jobs did you have?  9 A. There are a lot of different  10 jobs, and to be honest with you, I'm not  11 going to be able to recall every employer  12 that I've had since I've graduated or  13 since I left high school.  14 Q. Let's just start at the  15 beginning and remember as many as you can.  16 So when you left in the eleventh grade did  17 you have a job at that point?  18 A. I worked as a private  19 contractor then.  20 Q. For what entity?  21 A. A construction company called  22 Premiere, Incorporated, I think, was the  23 name.</p>	<p style="text-align: right;">Page 36</p> <p>1 Sometimes it was painting. Sometimes it  2 was carpet. Sometimes it was sheetrock.  3 Just whatever job was required.  4 Q. About what year was that?  5 A. From 1998 until 2001.  6 Q. Okay. And did you leave that  7 job and go to a different job?  8 A. I did not.  9 Q. Did you have any other jobs at  10 the same time?  11 A. No.  12 Q. Did you quit that job?  13 A. Yes.  14 Q. Why did you quit that job?  15 A. Because I was addicted to  16 drugs and alcohol and so was the owner of  17 the company. Yeah, so he went to jail, so  18 the company fell apart.  19 Q. So what did you do after that?  20 Did you find a new job?  21 A. I went to live with my aunt  22 for a while, and I went to --  23 Q. Where was that? In Pensacola?</p>

<p style="text-align: right;">Page 37</p> <p>1 A. Yes, ma'am. Well, actually 2 she lived in Gulf Breeze, or she did live 3 in Gulf Breeze at the time. 4 Q. Did you work when you were 5 living with your aunt in Gulf Breeze? 6 A. I did after the first six 7 months. 8 Q. And what's your aunt's name? 9 A. Janis Jacobs. 10 Q. So after the first six months 11 you got a job? 12 A. Yes, ma'am. 13 Q. Where did you work? 14 A. Burger King. 15 Q. And was this in about 2001, 16 2002? 17 A. 2002 at that time. 18 Q. Did you apply for a job at 19 Burger King? 20 A. I did. 21 Q. Did you get interviewed? 22 A. I did. 23 Q. Were you trained after you</p>	<p style="text-align: right;">Page 39</p> <p>1 A. Yes. 2 Q. You quit? 3 A. I quit. 4 Q. Why did you quit? 5 A. I found a different job at a 6 nursing home that paid more. 7 Q. Did you apply for the job at 8 the nursing home? 9 A. I did. 10 Q. What was the nursing home 11 called? 12 A. I can't remember at this time. 13 Q. Do you remember where it was 14 located? 15 A. It's in Gulf Breeze. 16 Actually, it's not a nursing home. It's 17 not a state nursing home. It's a 18 retirement home. 19 Q. So was this still in 2002 when 20 you worked with the retirement home in 21 Gulf Breeze? 22 A. Yes. 23 Q. How did you get that job?</p>
<p style="text-align: right;">Page 38</p> <p>1 were given a job offer? 2 A. Yes. 3 Q. Okay. Did you fill out 4 paperwork for that job? 5 A. Yes. 6 Q. What type of grade paperwork 7 did you fill out as an employee? 8 A. A W4, which is where you 9 itemize your tax deductions so that they 10 know how much you're claiming. 11 Q. So did you report taxes for 12 your work at Burger King? 13 A. Yes. 14 Q. How long did you work at 15 Burger King? 16 A. Three months. 17 Q. Was that the Burger King in 18 Gulf Breeze? 19 A. Yes. 20 Q. So you worked there about 21 three months at the Burger King in Gulf 22 Breeze when you were living with your 23 aunt. Did you voluntarily leave that job?</p>	<p style="text-align: right;">Page 40</p> <p>1 A. I applied, and I interviewed, 2 and they hired me. 3 Q. Did you submit a resume when 4 you applied for the job at the nursing 5 home -- or excuse me -- the retirement 6 home? 7 A. An application. Not a resume. 8 Q. What were your job duties when 9 you worked at the retirement home in Gulf 10 Breeze? 11 A. Took care of patients, washed 12 dishes, cleaned, changed colostomy bags 13 and catheters, just whatever needed to be 14 done to take care of the patient. 15 Q. Did you receive training for 16 those duties? 17 A. I did. Yes. 18 Q. Did you like your job at the 19 retirement home? 20 A. No. 21 Q. Why not? 22 A. It was physically strenuous, 23 and they were understaffed, so it was</p>

**Rhonda Gaddis****11**

<p style="text-align: right;">Page 41</p> <p>1 difficult at times to move the patients.  2 Some of the patients were bedridden, and I  3 mean they teach you how to move people,  4 but it's still very strenuous, exhausting.  5 Q. How long did you work at the  6 retirement home in Gulf Breeze?  7 A. Six months, I think.  8 Q. And what happened after those  9 six months?  10 A. I left. I quit.  11 Q. Let's back up. When you were  12 at the retirement home, you said you were  13 going to be making more than when you were  14 at Burger King. How much did you make at  15 the retirement home?  16 A. I don't remember at this time,  17 to be honest. I know it was more than  18 minimum wage. I made minimum wage at  19 Burger King, and I think it was a dollar  20 an hour more to work at the nursing home  21 as a patient care assistant so...  22 Q. And what was your job title  23 when you were at Burger King?</p>	<p style="text-align: right;">Page 43</p> <p>1 Q. Did you apply for in job  2 again?  3 A. I did.  4 Q. Did you go have an interview?  5 A. I did.  6 Q. Did you receive training?  7 A. Initially, no. I already knew  8 how to work as a cashier, so there was no  9 training necessary at that point.  10 Q. And how long did you work at  11 the Burger King in Fort Walton Beach?  12 A. That location, I was there  13 until I delivered my daughter in [REDACTED] of  14 2006.  15 Q. So about how many months?  16 A. Four months.  17 Q. Okay. And did you go back to  18 work after you delivered your daughter in  19 [REDACTED] of 2006?  20 A. I did.  21 Q. You went back to that same  22 Burger King?  23 A. No. I went to a different</p>
<p style="text-align: right;">Page 42</p> <p>1 A. Cashier.  2 Q. And at the retirement home you  3 were a patient care assistant?  4 A. Yes, ma'am.  5 Q. So you quit your job as a  6 patient care assistant at the retirement  7 home in Gulf Breeze?  8 A. Yes, ma'am.  9 Q. What did you do after that?  10 A. I started using drugs again,  11 so I was homeless for a while.  12 Q. Did you ever get another job?  13 A. In 2006, I did.  14 Q. So you went four years or so  15 without a job?  16 A. Yes, ma'am.  17 Q. What was your job in 2006?  18 A. I went back to Burger King.  19 Q. As a cashier?  20 A. Yes, ma'am.  21 Q. Where was the Burger King  22 located?  23 A. In Fort Walton Beach, Florida.</p>	<p style="text-align: right;">Page 44</p> <p>1 location because I moved to Destin. So  2 same corporation, different store.  3 Q. Did you have to reapply?  4 A. No. They -- the general  5 manager referred me to the other store.  6 Q. And how long did you work at  7 Burger King in Destin?  8 A. From June of 2006 until  9 January of 2010, I think.  10 Q. Did you have supervisors while  11 you were working at Burger King this time  12 and your previous employment with Burger  13 King?  14 A. Yes.  15 Q. Were you ever disciplined by  16 your supervisors or any other employees at  17 Burger King?  18 A. No.  19 Q. You said you worked at the  20 Burger King in Destin until about 2010.  21 Were you a cashier that entire time?  22 A. No. In 2008 I was promoted to  23 what they called breakfast coordinator,</p>

<p style="text-align: right;">Page 45</p> <p>1 which is an opening manager, and then from  2 there to an hourly manager.  3 Q. So did your wages increase?  4 A. Yes.  5 Q. Do you know what you were paid  6 as an opening manager?  7 A. For the breakfast coordinator  8 position, I made nine seventy-five an  9 hour.  10 Q. And you were promoted again?  11 A. Yes, ma'am.  12 Q. Did your salary increase?  13 A. Yes, ma'am.  14 Q. Did you have to receive  15 additional training for your promotions at  16 Burger King?  17 A. Yes.  18 Q. What type of training?  19 A. You have to take complete,  20 what they call, shift foundations, which  21 is management training. Teaches you how  22 to manage your employees, run the shift.  23 Q. Was that for the breakfast</p>	<p style="text-align: right;">Page 47</p> <p>1 management position?  2 A. Yes.  3 Q. What was that training?  4 A. Just the closing duties at  5 that point. I had to learn the closing  6 duties and closing procedures because I  7 had never done those before, and handling  8 the deposits at night. When you open, you  9 just verify your safe. You don't have to  10 break down cash drawers or anything of  11 that.  12 Q. So you had a lot more  13 responsibility?  14 A. I did.  15 Q. And then you received  16 additional certificates from Burger King  17 for the additional training for the hourly  18 manager position?  19 A. There were no additional  20 certificates for the closing duties. Just  21 the only thing that I had to get certified  22 in was the certification shift foundation,  23 which I already had those.</p>
<p style="text-align: right;">Page 46</p> <p>1 coordinator position?  2 A. Yes. But it goes over into  3 the hourly management position as well,  4 but for you to run shifts in a restaurant,  5 you have to have these certifications. So  6 I was trained at new shift foundations,  7 guest service expert, food service expert,  8 and service aide certification.  9 Q. So did you go somewhere else  10 and receive training or was it on the job?  11 A. It was on the job.  12 Q. And did you receive  13 certificates after the completion of that  14 training?  15 A. Yes.  16 Q. And was it all the same type?  17 You distinguished two different positions.  18 You had the breakfast coordinator, and  19 then you were later promoted to the hourly  20 manager position, correct?  21 A. Yes.  22 Q. Did you have additional  23 different training for the hourly</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. When you had these different  2 positions at Burger King, did you have to  3 fill out new paperwork for these new  4 positions that you were promoted to?  5 A. I signed performance reviews  6 that covered different duties. But I  7 didn't really fill out anything else.  8 Q. Okay. Did Burger King have  9 monthly or yearly or quarterly performance  10 reviews?  11 A. Yes.  12 Q. And what were your performance  13 reviews like?  14 A. To be honest, I don't know.  15 I've only seen a couple of them. That  16 wasn't part of my job to review these. I  17 just signed them.  18 Q. Did you ever have meetings  19 with supervisors to go over your  20 performance at Burger King?  21 A. On a couple of occasions, yes.  22 Q. Were you ever disciplined for  23 any --</p>

<p style="text-align: right;">Page 49</p> <p>1 A. No.</p> <p>2 Q. -- errors or anything else?</p> <p>3 A. No.</p> <p>4 Q. So why did you leave Burger</p> <p>5 King in Destin in 2010?</p> <p>6 A. I separated from my husband.</p> <p>7 And I had my daughter in my custody at</p> <p>8 that point, and I couldn't afford to</p> <p>9 support her by myself, so I moved in with</p> <p>10 my aunt in Alabama.</p> <p>11 Q. And your aunt was? What's her</p> <p>12 name?</p> <p>13 A. Janis Jacobs.</p> <p>14 Q. So she was the one that was</p> <p>15 living in Florida previously, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And she moved to Alabama, and</p> <p>18 you moved in with her again?</p> <p>19 A. Yes, ma'am.</p> <p>20 Q. For all of the jobs we've been</p> <p>21 talking about, you indicated, you stated</p> <p>22 that you quit the various jobs at specific</p> <p>23 times we've talked about. Were you ever</p>	<p style="text-align: right;">Page 51</p> <p>1 Q. Was that in 2010?</p> <p>2 A. I believe so.</p> <p>3 Q. And do you know how long you</p> <p>4 worked there?</p> <p>5 A. Maybe three months. Not sure</p> <p>6 if that's accurate, though. That's an</p> <p>7 approximation.</p> <p>8 Q. Why did you leave after</p> <p>9 approximately three months?</p> <p>10 A. I relapsed.</p> <p>11 Q. And by relapse?</p> <p>12 A. I started using drugs again.</p> <p>13 Q. And about how long was it</p> <p>14 until you got another job or did you get</p> <p>15 another job after that point?</p> <p>16 A. I did not get another job</p> <p>17 until I went to work for Burger King again</p> <p>18 after I had been at the Lovelady program.</p> <p>19 MR. CAMP: Can we take a break?</p> <p>20 Just a short one?</p> <p>21 MS. COUCH: Sure.</p> <p>22 (Recess taken.)</p> <p>23 Q. We'll turn our attention now</p>
<p style="text-align: right;">Page 50</p> <p>1 terminated?</p> <p>2 A. No.</p> <p>3 Q. For any of those jobs?</p> <p>4 A. No.</p> <p>5 Q. Have you ever been terminated</p> <p>6 in a job?</p> <p>7 A. No.</p> <p>8 Q. After the 2010 when you moved</p> <p>9 to Alabama, did you get a new job when you</p> <p>10 moved in with your aunt, Janis and had</p> <p>11 your daughter with you? Is this daughter</p> <p>12 Victoria?</p> <p>13 A. Yes. Victoria Satterfield.</p> <p>14 No, I did not. Sorry. Yes, I did. I</p> <p>15 went back to Burger King for a very brief</p> <p>16 period when I first moved in with her.</p> <p>17 Q. What was your position at</p> <p>18 Burger King?</p> <p>19 A. Cashier.</p> <p>20 Q. What Burger King? Where was</p> <p>21 it located?</p> <p>22 A. In New Market, Alabama on</p> <p>23 Winchester Road.</p>	<p style="text-align: right;">Page 52</p> <p>1 to your involvement at the Lovelady</p> <p>2 Center. But first, can you tell me what</p> <p>3 the Lovelady Center is?</p> <p>4 A. Well, from what I was told,</p> <p>5 it's a transitional housing facility while</p> <p>6 it's a rehabilitation program.</p> <p>7 Q. When did you first hear about</p> <p>8 the Lovelady Center?</p> <p>9 A. In 2012.</p> <p>10 Q. How did you hear about it?</p> <p>11 A. In Madison County Jail. There</p> <p>12 were other inmates that had been court</p> <p>13 ordered to complete treatment, and they</p> <p>14 went to the Lovelady Center.</p> <p>15 Q. Were you court ordered?</p> <p>16 A. I was.</p> <p>17 Q. What was the charge that you</p> <p>18 were in the Madison County Jail for at</p> <p>19 that time?</p> <p>20 A. Possession of methamphetamines</p> <p>21 and possession of paraphernalia.</p> <p>22 Q. So did you have any jail time</p> <p>23 associated with that charge?</p>



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1 A. Yes, ma'am. I was in jail for  
2 a little over eleven months.  
3 Q. And at the conclusion of the  
4 eleven months term, did the court mandate  
5 that you participate in a rehabilitation  
6 program?  
7 A. Yes, ma'am. As part of my  
8 probation.  
9 Q. Was there a requirement for a  
10 certain amount of time that you had to  
11 participate in the rehabilitation program?  
12 A. They didn't give me a specific  
13 time frame. They just said it had to be  
14 intensive, inpatient.  
15 Q. Was part of the requirement  
16 from the court that you complete or  
17 graduate from the rehabilitation program?  
18 A. Yes, ma'am.  
19 Q. And do you know what the  
20 repercussions were or would have been had  
21 you not completed the rehabilitation  
22 program?  
23 A. Yes, ma'am. Not completing  
the program would have been a violation of  
my probation, and I would have been  
required to serve five years on a  
fifteen-year sentence.  
Q. So did you choose to enroll at  
the Lovelady so that you would avoid  
serving an additional five years in jail?  
A. I actually chose Lovelady  
because I needed housing and  
rehabilitation, so...  
Q. Did you --  
A. And it was recommended.  
Q. Was part of your decision  
based on the fact that you would not have  
to serve five years in jail?  
A. It was a factor, yes.  
Q. At the time you enrolled at  
Lovelady you said you had been charged  
with possession of methamphetamines. Were  
you addicted to methamphetamines at that  
time or any other drugs?  
A. When I entered the center?  
Q. Correct.

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1 A. No.  
2 Q. Prior to entering the center  
3 at the time of your charge for possession  
4 of methamphetamines, were you addicted to  
5 methamphetamines or any other drug?  
6 A. I was addicted to  
7 methamphetamines for a period of eight  
8 months. My sobriety date was May 16th,  
9 2013.  
10 Q. And when did you enter  
11 Lovelady?  
12 A. Mid April in 2013. I'm not  
13 sure of the exact date. I think it was  
14 April the 21st, but I'm not certain.  
15 Q. Prior to your enrollment at  
16 Lovelady, have you ever enrolled in any  
17 other rehabilitative programs or  
18 counseling programs?  
19 A. Yes.  
20 Q. What programs were those?  
21 A. At age twenty-one I completed  
22 a twenty-eight day, inpatient treatment  
23 program at The Friary in Gulf Breeze,  
Florida. And I also was part of an  
outpatient treatment program after that  
called Pathways in Pensacola, Florida.  
Q. Okay. At the Friary in Gulf  
Breeze, Florida was that a voluntary  
rehabilitation?  
A. Yes.  
Q. Did you pay for that  
rehabilitation?  
A. No.  
Q. Did anyone in your family pay  
for that rehabilitation?  
A. No.  
Q. How was that program funded so  
that you could attend when you were  
approximately twenty-one years old at the  
Friary in Gulf Breeze?  
A. DHR paid for it.  
Q. Was it mandated by DHR?  
A. Actually, it was paid for --  
there was a program called the Wise  
program, which works with DHR, and it  
stands for Women Intervention Services and

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<p style="text-align: right;">Page 57</p> <p>1 Education, and they give parenting classes 2 and help you with rehabilitation services 3 and counseling. I qualified for that 4 program, so they helped me pay for it, the 5 inpatient treatment. The outpatient 6 treatment, I paid for, which was following 7 the inpatient treatment. 8 Q. Let's stay on the inpatient 9 treatment at the Friary. 10 A. Okay. 11 Q. DHR paid for that, correct? 12 A. The Wise program, I think, 13 technically paid for it. 14 Q. The Wise program associated 15 with? 16 A. DHR. 17 Q. Florida's DHR? 18 A. Yes. 19 Q. Do you know approximately how 20 much that cost? 21 A. A little over twenty thousand 22 dollars, I think. 23 Q. For twenty-eight days?</p>	<p style="text-align: right;">Page 59</p> <p>1 to be honest. It was based on a sliding 2 scale, so... 3 Q. What do you mean by a sliding 4 scale? 5 A. Like if you didn't have income 6 or you were low income, then you only paid 7 a minimal fee. And you paid for your drug 8 test fees as well, so... 9 Q. Do you have any idea the 10 estimate that it may have cost for twelve 11 weeks of an outpatient program? 12 A. I don't recall at this time. 13 I'm sorry. 14 Q. Did you participate in any 15 other rehabilitative programs or 16 counseling programs after your time spent 17 at the Friary and Pathways in Florida? 18 A. I did. I was part of an 19 outpatient treatment program in Bradford 20 for a brief period in 2012, I think. 21 Q. How long were you at Bradford 22 in 2012? 23 A. I'm not certain, but I think</p>
<p style="text-align: right;">Page 58</p> <p>1 A. It's one of the nation's 2 top-ranked rehabs. 3 Q. Did you have children at that 4 time? 5 A. I did. 6 Q. How many children did you 7 have? 8 A. Just one. 9 Q. And where was your child? 10 A. He was already with the 11 adoptive family. 12 Q. After that inpatient treatment 13 when you were approximately twenty-one 14 years old, you said you also participated 15 in an outpatient treatment at Pathways in 16 Pensacola? 17 A. Yes, ma'am. 18 Q. Did you pay for that yourself? 19 A. I did. 20 Q. How long were you at Pathways? 21 A. I think it was twelve weeks. 22 Q. How much did that cost? 23 A. I don't recall at this time,</p>	<p style="text-align: right;">Page 60</p> <p>1 it was about six weeks. 2 Q. Did you pay for that 3 treatment? 4 A. I did not. 5 Q. Did anyone in your family pay 6 for that treatment? 7 A. No. 8 Q. Who paid for that treatment? 9 A. DHR. 10 Q. Do you know how much that 11 treatment cost? 12 A. I don't. 13 Q. Did DHR mandate that 14 treatment? 15 A. Yes. 16 Q. Why? 17 A. Because I was addicted to 18 drugs, and I was still trying to get 19 custody of my middle child. 20 Q. Did you have custody of any of 21 your children at that time? 22 A. No. 23 Q. Did you complete the Bradford</p>

<p style="text-align: right;">Page 61</p> <p>1 program?</p> <p>2 A. No.</p> <p>3 Q. Why not?</p> <p>4 A. I couldn't maintain sobriety.</p> <p>5 Q. Did you ever get custody of</p> <p>6 your child or children back after that</p> <p>7 time?</p> <p>8 A. No.</p> <p>9 Q. Did you complete the Friary</p> <p>10 Program in Gulf Breeze, Florida for the</p> <p>11 twenty-eight days?</p> <p>12 A. I did, yes.</p> <p>13 Q. And did you complete the</p> <p>14 Pathways program in Pensacola, Florida</p> <p>15 that was a couple of weeks long?</p> <p>16 A. Twelve weeks.</p> <p>17 Q. Twelve weeks long.</p> <p>18 A. Yes, I did.</p> <p>19 Q. After your treatment at</p> <p>20 Bradford that you did not complete, did</p> <p>21 you enter any other rehab facility?</p> <p>22 A. No.</p> <p>23 Q. Prior to entering Lovelady,</p>	<p style="text-align: right;">Page 63</p> <p>1 A. No. My health insurance paid</p> <p>2 for it.</p> <p>3 Q. Did you have copays?</p> <p>4 A. No. I had Medicaid.</p> <p>5 Q. Okay. When you enrolled at</p> <p>6 Lovelady, after being court ordered by</p> <p>7 Madison County to enter a rehab facility,</p> <p>8 were you looking for a job?</p> <p>9 A. Yes. After I got to the</p> <p>10 center. Yes.</p> <p>11 Q. At the time you entered the</p> <p>12 center when you had been in jail for</p> <p>13 eleven months, at that time were you</p> <p>14 looking for a job?</p> <p>15 A. The goal was employment.</p> <p>16 After the first two weeks of the program,</p> <p>17 yes. You have to find a job. When I got</p> <p>18 there, the rules were different for the</p> <p>19 center. The first two weeks you had to go</p> <p>20 to classes and you didn't work, but after</p> <p>21 that two weeks was up, you found a job and</p> <p>22 went to work.</p> <p>23 Q. When you arrived at Lovelady</p>
<p style="text-align: right;">Page 62</p> <p>1 have you had any counselors prior to</p> <p>2 entering Lovelady?</p> <p>3 A. Like psychiatrist,</p> <p>4 psychologist?</p> <p>5 Q. Any type of counselor outside</p> <p>6 of the rehab facilities that you were in</p> <p>7 that we talked about; the Friary,</p> <p>8 Pathways, and Bradford.</p> <p>9 A. Yes.</p> <p>10 Q. Okay. What types of</p> <p>11 counselors did you have?</p> <p>12 A. Well, all the counselors,</p> <p>13 substance abuse counselors were under</p> <p>14 employment from the counseling centers</p> <p>15 that we've already listed, but there were</p> <p>16 also psychologists and psychiatrists that</p> <p>17 I saw from the age of seventeen until I</p> <p>18 was twenty-four at various times.</p> <p>19 Q. Did you pay for any of those</p> <p>20 psychologists or psychiatrists?</p> <p>21 A. No.</p> <p>22 Q. Did anyone in your family pay</p> <p>23 for those psychologists or psychiatrists?</p>	<p style="text-align: right;">Page 64</p> <p>1 to enroll, were you physically and</p> <p>2 emotionally able to handle a job at that</p> <p>3 time?</p> <p>4 A. Yes.</p> <p>5 Q. If you were physically and</p> <p>6 emotionally able to handle a job at that</p> <p>7 time, why didn't you have one?</p> <p>8 A. I came straight from jail to</p> <p>9 the Lovelady. Like I left jail, and three</p> <p>10 days later I came to the Lovelady Center,</p> <p>11 so...</p> <p>12 Q. And when had you last worked</p> <p>13 prior to enrolling at Lovelady?</p> <p>14 A. Whatever is listed for Burger</p> <p>15 King. Before my last relapse.</p> <p>16 Q. Burger King in Alabama?</p> <p>17 A. Yes. The one on Winchester</p> <p>18 Road.</p> <p>19 Q. So had it been a few years</p> <p>20 before you had worked?</p> <p>21 A. Yes. Yes.</p> <p>22 Q. At the time you entered</p> <p>23 Lovelady you hadn't worked for a few</p>

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1 years?

2 A. Correct.

3 Q. Okay. And you said when you

4 entered Lovelady, there was a period of

5 time where you were not going to have a

6 job, and did you know that?

7 A. After I signed the intake

8 paperwork, we talked about it and went

9 over the -- yeah.

10 Q. Who did you meet with when you

11 showed up at Lovelady?

12 A. I don't know her last name.

13 Her first name was Elle. She works in

14 intake.

15 Q. Did you have an application?

16 A. To enter the center?

17 Q. Correct.

18 A. No.

19 Q. Did you have an interview?

20 A. No. To enter the center? No.

21 Q. Correct. So did you interview

22 for any job at Lovelady when you arrived

23 to enroll?

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1 A. To enter the center? No. To

2 start working at the thrift store, yes.

3 Q. Okay. That's a separate

4 question that we'll get to. Talking about

5 your enrollment at the center.

6 A. Okay.

7 Q. Do you know if Lovelady has

8 employees that work there full time?

9 A. Yes.

10 Q. And do you know if there's

11 someone, another employee at Lovelady that

12 hires those people that work full time and

13 manages them?

14 A. Who are you referring to right

15 now? You're talking about the thrift

16 store employees or?

17 Q. The Lovelady Center that

18 handles your intake.

19 A. They have full-time employees.

20 Do I know who hires them? No. I'm sure

21 someone does.

22 Q. Okay. So who did you meet

23 with when you enrolled? You said her name

Page 67

1 was Elle?

2 A. Elle. She works intake.

3 Q. Do you know what her position

4 was?

5 A. I don't. I just know that she

6 works in the intake office.

7 Q. And when you say she works in

8 the intake office, do you know that she

9 maybe is responsible for getting paperwork

10 from the clients who are entering the

11 program's rehab facility?

12 A. That's one of her

13 responsibilities, yes.

14 Q. Did you submit any resumes to

15 Lovelady Center?

16 A. To enroll in rehab?

17 Q. Correct.

18 A. No.

19 Q. Did you ever in your previous

20 jobs submit resumes?

21 A. Yes.

22 Q. But you did not submit a

23 resume to Lovelady Center?

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1 A. No.

2 Q. Did you talk about what you

3 might get paid or any job benefits when

4 you enrolled at Lovelady?

5 A. To enroll in the

6 rehabilitation program, no.

7 Q. When you enrolled do you

8 remember signing some documents?

9 A. I signed a stack of papers.

10 And did I read them? No. Do I know what

11 they said? No, I don't.

12 Q. Were you under the influence

13 of any medications or drugs when you

14 enrolled at Lovelady?

15 A. No.

16 Q. Were you under the influence

17 of any drugs or medication when you signed

18 papers at Lovelady?

19 A. No.

20 MS. COUCH: I'm going to show

21 you what we're going to mark as

22 Defendant's Exhibit 5.

23 (Whereupon, Defendant's

<p style="text-align: right;">Page 69</p> <p>1 Exhibit 5 was marked for 2 identification and attached 3 to the deposition.) 4 Q. This is a document that it 5 appears that you signed. Can you verify 6 if that's your signature at the bottom? 7 A. Yes. 8 Q. Okay. And this document was 9 given to you as part of the paperwork for 10 your enrollment at Lovelady, correct? 11 A. I don't remember. This is the 12 first time I ever remember reading this, 13 but I signed it, so... 14 Q. And you signed it on the date 15 it's dated, April 22nd, 2013. Is that on 16 or about the time you entered the Lovelady 17 program? 18 A. Yes. 19 Q. And do you see in paragraph 20 five, could you read that paragraph for 21 me? 22 A. "Each resident has the right 23 to know that the performance of all</p>	<p style="text-align: right;">Page 71</p> <p>1 MS. COUCH: I'm going to show 2 you what we're going to mark as 3 Defendant's Exhibit 6. 4 (Whereupon, Defendant's 5 Exhibit 6 was marked for 6 identification and attached 7 to the deposition.) 8 Q. This is another document that 9 it appears you signed upon your enrollment 10 at Lovelady. It's titled statement of 11 understanding and agreement. Is this your 12 signature on the bottom of this document? 13 A. Yes. 14 Q. And is it dated April 22nd, 15 2013 on or about your time of enrollment 16 at Lovelady? 17 A. Yes. 18 Q. Do you see in paragraph five 19 -- could you read that paragraph five for 20 me? 21 A. "I do hereby waive all rights 22 to claim suit against the Lovelady Center 23 and board of directors of the Lovelady</p>
<p style="text-align: right;">Page 70</p> <p>1 assigned housekeeping and general 2 maintenance duties may be performed 3 without compensation." 4 Q. Did you understand that 5 paragraph to mean that you might have 6 responsibilities and duties at Lovelady 7 and that you may not be paid for them? 8 A. I didn't read any of this. 9 They gave me an entire stack of papers, 10 and I needed housing, and I needed 11 employment, and I needed drug 12 rehabilitation. I didn't read this. I 13 just signed it. I had to be there. 14 Q. Do you understand reading it 15 today that it indicates that you may have 16 duties and responsibilities but may not be 17 compensated for those duties and 18 responsibilities? 19 A. Not for time that I actually 20 worked. 21 Q. But you don't dispute that you 22 signed this statement, correct? 23 A. I signed it, yes.</p>	<p style="text-align: right;">Page 72</p> <p>1 Center." 2 Q. Do you understand what that 3 paragraph means? 4 MR. CAMP: Objection. Calls 5 for a legal conclusion. 6 Q. I'm asking whether or not you 7 understand without any legal understanding 8 of any terms or anything of the sort, 9 whether or not that you know what it means 10 to waive your rights to a lawsuit. 11 A. I didn't read any of this. I 12 just signed the papers they told me to 13 sign. So when I signed it, did I 14 understand what my rights were? No. 15 Q. Were you under the influence 16 of any drugs or medication when you signed 17 this agreement? 18 MR. CAMP: Objection. Asked 19 and answered. 20 MS. COUCH: That's a different 21 document. 22 Q. Okay. Do you understand that 23 Lovelady takes a risk when bringing in a</p>

<p style="text-align: right;">Page 73</p> <p>1 person who needs rehabilitation and 2 counseling? 3 A. I don't really see where 4 that's relevant to ask me. Like what do 5 -- I don't know what it means to run a 6 drug rehabilitation center, no, I don't. 7 Q. Okay. Do you understand that 8 the forms that I showed you that you were 9 required to signed those upon your 10 entrance to the program? 11 A. I understand that I was 12 required to sign them, yes. 13 Q. Do you understand that had you 14 not signed them you may not have been 15 accepted into the program? 16 A. Yes. I was under the 17 impression that I was required to sign 18 them. 19 Q. Okay. Did you intend to 20 follow through with the waiver provision 21 on this Defendant's Exhibit 6? 22 A. The one you just gave me? 23 MR. CAMP: Objection to form.</p>	<p style="text-align: right;">Page 75</p> <p>1 signed what we had labeled as Defendant's 2 Exhibit 5, correct? 3 A. I signed it. 4 Q. Which states in paragraph five 5 that certain duties, housekeeping and 6 general maintenance may be performed 7 without compensation? 8 A. I've read it today, and I 9 understand what it says now, but I didn't 10 read it then so... 11 Q. And so what do you understand 12 that to mean now today? I understand that 13 you may not have read it previously. 14 A. That the chores that I did 15 within the center weren't to be paid for 16 but the work that I did in the thrift 17 store was not -- it was not something that 18 was a chore. It was employment. 19 Q. Okay. Did you live onsite at 20 Lovelady when you were enrolled in the 21 program? 22 A. I did. 23 Q. And I think we've already</p>
<p style="text-align: right;">Page 74</p> <p>1 I don't understand the question. Could 2 you repeat it for me or read it back? 3 Q. Sure. Did you intend to 4 comply with the waiver provision on the 5 document entitled statement of 6 understanding and agreement in paragraph 7 five of this agreement? 8 MR. CAMP: At what time? 9 A. I did not read any of this, so 10 to be honest with you, I intended to 11 comply with any rules that they gave me 12 when I was there so I could complete the 13 program, but I did not read the documents 14 before I signed them. 15 Q. Why are you suing here today? 16 A. Because I was paid less than 17 minimum wage for the entire time that I 18 worked at the thrift store, and because I 19 was not paid for overtime hours that I 20 worked. I was not legally allowed to even 21 record the overtime hours that I worked. 22 And I don't feel that it was fair. 23 Q. But you don't dispute that you</p>	<p style="text-align: right;">Page 76</p> <p>1 established that you didn't have any 2 children with you at the time? 3 A. Correct. 4 Q. So none of them lived with 5 you? 6 A. No, ma'am. 7 MS. COUCH: Another document to 8 show you that you signed upon enrollment, 9 we'll mark as Defendant's Exhibit 7. 10 (Whereupon, Defendant's 11 Exhibit 7 was marked for 12 identification and attached 13 to the deposition.) 14 Q. Do you recognize this document 15 and your signature at the bottom of the 16 document? 17 A. I recognize my signature, but 18 I didn't read this the day I signed it. 19 Q. Okay. And do you understand 20 that it's an agreement regarding finance 21 between you and Lovelady? 22 A. Yes. 23 Q. Okay. And in the first</p>



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1 paragraph it states that nine hundred and  
2 fifty dollars is due upon intake?  
3 A. (Nodding head.)  
4 Q. Do you know if you paid that  
5 nine hundred and fifty dollars?  
6 A. Not all at once on intake.  
7 MS. COUCH: I'm going to show  
8 you another document, Defendant's Exhibit  
9 Number 8.  
10 (Whereupon, Defendant's  
11 Exhibit 8 was marked for  
12 identification and attached  
13 to the deposition.)  
14 Q. This shows payment of fees  
15 upon intake. And it looks like you paid  
16 five hundred dollars; is that correct?  
17 A. Yes, ma'am.  
18 Q. On the financial obligation  
19 agreement, which we've marked as  
20 Defendant's Exhibit 6. Sorry.  
21 Defendant's Exhibit 7. It also states  
22 that you, Ms. Gaddis, are responsible to  
23 pay a hundred and fifty dollars weekly for

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1 the services that you were given, staying  
2 and living and eating and being provided  
3 for at Lovelady; is that correct?  
4 A. Yes, ma'am.  
5 Q. So did you understand, and do  
6 you today understand that there was a  
7 weekly fee of a hundred and fifty dollars  
8 to Lovelady to provide you housing and  
9 services?  
10 A. Yes.  
11 Q. Do you know what the actual  
12 cost of the program was?  
13 A. No. I mean, I know the  
14 initial fee is nine fifty, but I don't  
15 recall how much I paid. I would have to  
16 go back and calculate the weeks I was  
17 there.  
18 Q. And I'm asking a little bit  
19 different question. I'm asking how much  
20 it actually cost Lovelady to run the  
21 center for one patient, to provide  
22 services to that one client.  
23 A. No.

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1 Q. Like you?  
2 A. I don't know.  
3 Q. But you said earlier you  
4 didn't pay for all of the previous rehab  
5 facilities you've been in, but you did pay  
6 for one that cost about twenty thousand  
7 dollars for twenty-eight days; is that  
8 correct?  
9 A. I did not pay for that one. I  
10 stated I did not pay for that, but that  
11 was the cost of the program. It was a  
12 little over twenty thousand dollars, and I  
13 don't know if that was accurate. That  
14 came from another patient who was paying  
15 himself. He said that was the cost of the  
16 treatment of the program. So...  
17 Q. And who paid for that program?  
18 That was the --  
19 A. Wise.  
20 Q. The Friary?  
21 A. The Friary was paid for by  
22 Women Intervention Services and Education.  
23 Q. That's correct. But you don't

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1 know how much it cost Lovelady to have one  
2 client and provide services for that  
3 client?  
4 A. No, I don't.  
5 Q. Do you know how Lovelady is  
6 funded, how they get money?  
7 A. No.  
8 Q. Do you know if there are  
9 volunteers or churches that give money?  
10 A. I do know that the residents  
11 pay a hundred and fifty dollars, plus the  
12 nine fifty intake fee. Other than that, I  
13 don't know.  
14 Q. Do you think it cost more than  
15 a hundred and fifty dollars a week to  
16 provide services, food, shelter,  
17 counseling, transportation to a particular  
18 client each week?  
19 A. I don't know.  
20 Q. Okay. What services did you  
21 receive when you were at the Lovelady  
22 Center?  
23 A. Can you clarify that question

<p style="text-align: right;">Page 81</p> <p>1 by services?</p> <p>2 Q. Did you receive, for example,</p> <p>3 rehab counseling?</p> <p>4 A. Yes.</p> <p>5 Q. Was that something worthwhile?</p> <p>6 A. Yes, it was.</p> <p>7 Q. Did you receive separate</p> <p>8 counseling from just the rehab? Did you</p> <p>9 meet with a counselor?</p> <p>10 A. Yes.</p> <p>11 Q. Was that something worthwhile?</p> <p>12 A. No. But it's a requirement of</p> <p>13 the program. So I did it.</p> <p>14 Q. Why was it not worthwhile?</p> <p>15 A. Because nothing that you say</p> <p>16 is held confidential in your counseling</p> <p>17 session like they're supposed to be. If</p> <p>18 you say something they don't like, it goes</p> <p>19 straight back to the client rep. And as a</p> <p>20 result, myself and lot of other ladies</p> <p>21 that I know don't talk about their real</p> <p>22 issues there.</p> <p>23 Q. But you said the rehab was</p>	<p style="text-align: right;">Page 83</p> <p>1 A. Staying off drugs has been a</p> <p>2 positive impact on my life, yes, but is</p> <p>3 that due to the Lovelady Center? No.</p> <p>4 Q. The counseling sessions you</p> <p>5 had?</p> <p>6 A. Uh-huh.</p> <p>7 Q. Were those positive for you</p> <p>8 overall?</p> <p>9 A. No.</p> <p>10 Q. Did you get job services at</p> <p>11 Lovelady? Did you get advice on how to</p> <p>12 look for jobs?</p> <p>13 A. When I first got there we did</p> <p>14 a thing where they taught us how to go</p> <p>15 online and create a resume, so that was</p> <p>16 helpful. Although I had already done it,</p> <p>17 so I already knew how to do it, but I</p> <p>18 think that was helpful.</p> <p>19 Q. Did they teach you how to</p> <p>20 manage your money?</p> <p>21 A. No.</p> <p>22 Q. Did they teach you how to take</p> <p>23 interviews for jobs?</p>
<p style="text-align: right;">Page 82</p> <p>1 good for you?</p> <p>2 A. Overall, no. It's put a lot</p> <p>3 of stress, financial stress and emotional</p> <p>4 stress on me. Being paid less than</p> <p>5 minimum wage and losing pell grant money</p> <p>6 and now not being able to go to school</p> <p>7 because I have no idea what happened to</p> <p>8 seven thousand dollars worth of my pell</p> <p>9 grant money.</p> <p>10 Q. Is it better to be addicted to</p> <p>11 drugs than to be in rehab?</p> <p>12 A. No.</p> <p>13 Q. So was the rehab program at</p> <p>14 Lovelady good for you? Getting you off</p> <p>15 drugs, was that good?</p> <p>16 A. Technically, I was already off</p> <p>17 drugs when I came into the center. I was</p> <p>18 there because I needed housing,</p> <p>19 employment. Was it good for me to stay</p> <p>20 off drugs? Yes, absolutely.</p> <p>21 Q. So the rehab part of Lovelady</p> <p>22 was overall a positive impact on your life</p> <p>23 staying off drugs?</p>	<p style="text-align: right;">Page 84</p> <p>1 A. No.</p> <p>2 Q. Did they give you any other</p> <p>3 sort of services to help prepare you for</p> <p>4 life outside of a rehab center?</p> <p>5 A. The classes that I took,</p> <p>6 those, some of the spiritual classes were</p> <p>7 helpful.</p> <p>8 Q. What were the spiritual</p> <p>9 classes like?</p> <p>10 A. I mean, it just depended on</p> <p>11 which class. I can't give you the</p> <p>12 specifics of each class. I did</p> <p>13 particularly enjoy the Christian Life</p> <p>14 Evangelism course, though.</p> <p>15 Q. You did or did not?</p> <p>16 A. I did. I found that helpful.</p> <p>17 Q. And did Lovelady also provide</p> <p>18 you meals?</p> <p>19 A. Yes.</p> <p>20 Q. And as you said, lodging?</p> <p>21 A. Yes.</p> <p>22 Q. Did Lovelady provide</p> <p>23 educational courses?</p>



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1 A. There were provided and  
2 required.  
3 Q. And what types of courses were  
4 provided?  
5 A. Tennessee Temple University  
6 came and gave various classes at different  
7 times, different, you know, because each  
8 round of classes lasted a certain period  
9 of time and then, so they were different,  
10 each class.  
11 Q. Do you know the subject matter  
12 of those courses?  
13 A. Most of them were spiritually  
14 based, Biblical based, but there were also  
15 English and math and computer skills  
16 classes.  
17 Q. Did Lovelady provide  
18 transportation for you to various places?  
19 A. Yes.  
20 Q. Okay. Did you get along with  
21 other clients at Lovelady and the  
22 employees at Lovelady?  
23 A. Yes.

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1 Q. Is there anybody at Lovelady  
2 that you don't get along with or you  
3 didn't like?  
4 A. I'm sure there was, but I  
5 don't really recall. I didn't have any  
6 major conflicts.  
7 Q. Did you like it at Lovelady?  
8 Was it a safe place to be?  
9 A. I didn't like it. Because I  
10 was taken advantage of, and I should have  
11 been paid for the hours that I worked, and  
12 I wasn't paid, and the pell grant  
13 situation I was aware of before I ever  
14 left the center and started asking  
15 questions, and nobody could give me  
16 answers to or wanted to give me answers  
17 to. So was I happy there? No, I wasn't.  
18 Q. Was it a safe place for you to  
19 be?  
20 A. When you say safe, what do you  
21 mean?  
22 Q. Did you feel safe living at  
23 Lovelady?

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1 A. As long as I kept to myself in  
2 my room, yes, but there were drugs inside  
3 the center, so sometimes, no.  
4 Q. Let's talk a little bit about  
5 the program itself and the phases that you  
6 and other clients at Lovelady went  
7 through. So I know you said that you were  
8 clean when you arrived at Lovelady?  
9 A. Yes.  
10 Q. But did you go through a  
11 couple weeks period where you were  
12 required to stay off any sort of drugs?  
13 A. You can't use drugs at all  
14 times while you're in that program. Why  
15 would you -- the purpose is not to use  
16 drugs.  
17 Q. Right. But there's a phase  
18 where if you had started at Lovelady  
19 initially and were addicted, that you  
20 would be required to go through kind of a  
21 detox phase. Did you go through a phase  
22 like that?  
23 A. No. I didn't go through

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1 detox. I had been sober for almost a  
2 year.  
3 Q. So what did you do when you  
4 started out at Lovelady? What was it  
5 like?  
6 A. I came in. I got put in the  
7 crisis dorm, which is where they house a  
8 lot of different women all in the same  
9 room. And I went to classes. They gave  
10 me a sheet, and I had to attend those  
11 classes and get them signed off on in  
12 order to graduate to the next phase of the  
13 program.  
14 Q. So did you do any chores or  
15 work at all for the first couple of weeks  
16 when you were kind of just getting started  
17 in the program?  
18 A. Yeah. Everybody does chores.  
19 You do chores from like day one. You get  
20 a client rep. The client rep assigns your  
21 chores. You do the chores.  
22 Q. Okay. The first day you  
23 entered the program, you started doing

<p style="text-align: right;">Page 89</p> <p>1 chores at Lovelady?</p> <p>2 A. Not the first.</p> <p>3 Q. The second day?</p> <p>4 A. The second day, yes.</p> <p>5 Q. What type of chores were you</p> <p>6 doing on the second day of your enrollment</p> <p>7 at Lovelady?</p> <p>8 A. I had to clean the crisis</p> <p>9 dorm, clean the counters and whatever.</p> <p>10 There was someone else in there that told</p> <p>11 me what she wanted me to do, and I did it.</p> <p>12 Q. So are you familiar with the</p> <p>13 different phases of the program?</p> <p>14 A. I don't remember all of the</p> <p>15 details, specific details of the phases,</p> <p>16 and the program changed. From the time</p> <p>17 that I came in, I had been there for a few</p> <p>18 months, and they changed the entire</p> <p>19 structure, so I don't know.</p> <p>20 Q. So when you arrived, since you</p> <p>21 were already clean, you started clean as</p> <p>22 in you were not addicted to any illegal or</p> <p>23 prescription drugs or alcohol?</p>	<p style="text-align: right;">Page 91</p> <p>1 (Whereupon, Defendant's</p> <p>2 Exhibit 9 was marked for</p> <p>3 identification and attached</p> <p>4 to the deposition.)</p> <p>5 Q. Can you explain what this</p> <p>6 document is to me?</p> <p>7 A. This is one of the opportunity</p> <p>8 credits. This is from the thrift store,</p> <p>9 the call center, so this would have been</p> <p>10 after I was working at Burger King, I</p> <p>11 think. Yeah.</p> <p>12 Q. But this has nothing to do</p> <p>13 with Burger King. It's a document that</p> <p>14 tracks your hours for credit against the</p> <p>15 fees that you owe Lovelady, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And what type of duties were</p> <p>18 you responsible for at this time</p> <p>19 approximately? In June of 2013?</p> <p>20 A. This sheet was for the call</p> <p>21 center. I just did cold calling for day</p> <p>22 admissions for the Lovelady Center.</p> <p>23 Q. Okay. And so how many hours</p>
<p style="text-align: right;">Page 90</p> <p>1 A. Correct.</p> <p>2 Q. You started in the program and</p> <p>3 began chores and other tasks for Lovelady,</p> <p>4 correct?</p> <p>5 A. Yes.</p> <p>6 Q. And did you understand that</p> <p>7 those chores and tasks and</p> <p>8 responsibilities that you had for Lovelady</p> <p>9 gave you credit against money that you</p> <p>10 owed Lovelady for staying at Lovelady and</p> <p>11 for them providing services to you?</p> <p>12 A. There was no crediting for the</p> <p>13 chores. They were just a mandatory part</p> <p>14 of the program. The opportunity credits,</p> <p>15 what they call them, went towards my fees,</p> <p>16 but I don't know. It's my understanding,</p> <p>17 I think it was twenty-one hours that I</p> <p>18 worked for the opportunity credits, and I</p> <p>19 don't know how much that would take off my</p> <p>20 fees.</p> <p>21 Q. Okay.</p> <p>22 MR. COUCH: I want to show you</p> <p>23 what I've marked as Defendant's Exhibit 9.</p>	<p style="text-align: right;">Page 92</p> <p>1 per day did you work for opportunity</p> <p>2 credits approximately?</p> <p>3 A. I don't recall. It varied</p> <p>4 from week to week because I was also</p> <p>5 working for Burger King. So I was trying</p> <p>6 to get my balance down to zero. I mean,</p> <p>7 this day says eight hours, so...</p> <p>8 Q. How many hours approximately</p> <p>9 per week did you work for Lovelady?</p> <p>10 A. I don't know.</p> <p>11 Q. Did you always write your</p> <p>12 hours down?</p> <p>13 A. No.</p> <p>14 Q. Why not?</p> <p>15 A. Because there was stuff that</p> <p>16 we did inside the center that didn't get</p> <p>17 written down. I only wrote down what was</p> <p>18 required to be written down, like they</p> <p>19 came off my rent. And I had to record the</p> <p>20 time that I got there and the time that I</p> <p>21 left.</p> <p>22 Q. So you did not always record</p> <p>23 the hours where you were doing chores and</p>

<p style="text-align: right;">Page 93</p> <p>1 other duties for Lovelady?</p> <p>2 A. No, I didn't.</p> <p>3 Q. Why not?</p> <p>4 A. We weren't required to.</p> <p>5 Q. Did you always turn in your</p> <p>6 time sheets like this for opportunity</p> <p>7 credits?</p> <p>8 A. Yes.</p> <p>9 Q. Did anyone make sure that you</p> <p>10 did the specific chore that you were</p> <p>11 assigned to?</p> <p>12 A. If you didn't do it you'd get</p> <p>13 in trouble with your client rep, so...</p> <p>14 Q. So was your client rep</p> <p>15 responsible for ensuring that you</p> <p>16 completed your chores?</p> <p>17 A. I guess so, yeah.</p> <p>18 Q. Who was your client rep when</p> <p>19 you were at Lovelady?</p> <p>20 A. Initially, it was Cindy</p> <p>21 Likens, and when they restructured the</p> <p>22 basis of the program, they changed it so</p> <p>23 that you no longer kept the same client</p>	<p style="text-align: right;">Page 95</p> <p>1 So...</p> <p>2 Q. Did it give you any sense of</p> <p>3 accomplishment when you did certain chores</p> <p>4 or had certain responsibilities? Did that</p> <p>5 make you feel good?</p> <p>6 A. No. I hated the chores.</p> <p>7 Q. The chores that you had, would</p> <p>8 you consider that the type of activities</p> <p>9 you were doing a job sort of in the real</p> <p>10 world outside of the rehab center?</p> <p>11 A. It was work for the center.</p> <p>12 It benefited the center, so...</p> <p>13 Q. Would you be treated -- were</p> <p>14 you treated like an employee?</p> <p>15 A. At the thrift store? Yes.</p> <p>16 Inside the center? Well, I was</p> <p>17 supervised, and I had to do it. I didn't</p> <p>18 have a choice whether or not to. It</p> <p>19 wasn't like I could just say, hey, I'm not</p> <p>20 going to do my chores today.</p> <p>21 Q. What happened if you didn't do</p> <p>22 your chores?</p> <p>23 A. You'd get in trouble. You'd</p>
<p style="text-align: right;">Page 94</p> <p>1 rep throughout the program, but you saw</p> <p>2 different client reps in different phases.</p> <p>3 So when the program changed, I then had</p> <p>4 Jennifer Bean as my client rep. And after</p> <p>5 that was Jennifer Miles so...</p> <p>6 Q. Who came up with the schedules</p> <p>7 for your chores or other responsibilities</p> <p>8 at the center?</p> <p>9 A. I don't know. I just know</p> <p>10 what time we had to be down there. We had</p> <p>11 to be down there by 6:30 to do chores.</p> <p>12 Q. So when you went to a common</p> <p>13 location at the center at a certain time</p> <p>14 of day, and at that point, were you</p> <p>15 assigned a specific task?</p> <p>16 A. Yes.</p> <p>17 Q. And do you know what the</p> <p>18 reason for having those chores was? Was</p> <p>19 it to give you a sense of responsibility</p> <p>20 and to help train you for your life</p> <p>21 outside the center?</p> <p>22 A. I don't know. I just assumed</p> <p>23 they wanted to keep the place clean.</p>	<p style="text-align: right;">Page 96</p> <p>1 get your bags pulled, your privileges,</p> <p>2 your phone. I'm assuming if you continued</p> <p>3 not to do them, you probably would be</p> <p>4 dismissed.</p> <p>5 Q. But did you get disciplined if</p> <p>6 you didn't do a chore because you were</p> <p>7 given a lot of privileges at the center?</p> <p>8 A. We got disciplined if we</p> <p>9 didn't do a chore because we didn't do the</p> <p>10 chore because we were required to do the</p> <p>11 chore.</p> <p>12 Q. That's right. My question is</p> <p>13 were certain privileges given to you when</p> <p>14 you enrolled at the center that you didn't</p> <p>15 otherwise have before you entered the</p> <p>16 center?</p> <p>17 A. No. A lot of my freedom was</p> <p>18 taken away when I entered the center.</p> <p>19 Q. Well, you actually were in</p> <p>20 jail before you entered the center. So</p> <p>21 you had more privilege in jail than you</p> <p>22 did at Lovelady Center?</p> <p>23 A. No. I was out of jail before</p>

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1 I came to the Lovelady Center.  
2 Q. The three days before you came  
3 to the Lovelady Center?  
4 A. I had more privileges, yes.  
5 Q. So you had more privileges at  
6 Lovelady than you did have at jail?  
7 A. No. I had more privileges in  
8 the outside world before I entered the  
9 center than I did before I entered the  
10 center.  
11 Q. That's not my question. My  
12 question is did you have more privileges  
13 in the Lovelady Center than you did in  
14 jail?  
15 A. Yes.  
16 Q. And you entered Lovelady  
17 Center because partially, I think you  
18 represented earlier, if you hadn't, you  
19 would have had to do another five years in  
20 jail, correct?  
21 A. Prison. I would have done  
22 five years in prison.  
23 Q. So do you think you had more

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1 privileges and opportunity at the Lovelady  
2 Center than you would have had spending  
3 another five years in prison?  
4 A. Yes.  
5 MS. COUCH: I'm going to show  
6 you what I've marked as Defendant's  
7 Exhibit 10.  
8 (Whereupon, Defendant's  
9 Exhibit 10 was marked for  
10 identification and attached  
11 to the deposition.)  
12 Q. Can you tell me what this  
13 document is?  
14 A. It's a time sheet for the  
15 success program.  
16 Q. Okay. Does it indicate that  
17 during this week in August 2013 you worked  
18 thirty-seven hours?  
19 A. It does.  
20 Q. And where were you working at  
21 this time?  
22 A. I'm pretty sure this was after  
23 I went to work for the thrift store for

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1 the Lovelady Center.  
2 Q. And so can you tell me what  
3 the success program is?  
4 A. It's a program where you work  
5 for the center, and you get paid a certain  
6 amount, and they take your fees directly  
7 out of your paycheck.  
8 Q. And what fees do those go to?  
9 A. Towards your rent, the hundred  
10 and fifty dollars a week that you owe.  
11 Q. So does the success program --  
12 is there anything within the success  
13 program that helps you learn how to hold a  
14 job, or did you participate in any  
15 training, did you do anything to prepare  
16 for the outside world?  
17 A. Gave me work experience but  
18 outside of that, no.  
19 Q. But work experience is a  
20 skill.  
21 A. That's true.  
22 Q. That you could use in the  
23 outside world after completing rehab, yes?

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1 A. Yes.  
2 Q. So did you understand when you  
3 were working at the call center, had any  
4 other duties and responsibilities with  
5 Lovelady, did you understand that a  
6 certain amount of the money that you  
7 earned within the Success program would be  
8 credited towards the fees that you owed  
9 Lovelady?  
10 A. I knew that if you worked full  
11 time, which would be at least -- well,  
12 supposed to be forty hours a week. If you  
13 worked forty hours a week, that a hundred  
14 and fifty would go towards your fees. But  
15 if you owed back fees, you had to pay more  
16 than that. You only get to keep twenty  
17 dollars of your check until your balance  
18 is a zero.  
19 Q. So you understood that you  
20 were -- you understood that you had duties  
21 and responsibilities within Lovelady to  
22 help offset the cost of you living at the  
23 center, eating at the center, receiving

<p style="text-align: right;">Page 101</p> <p>1 services at the center, correct?</p> <p>2 A. I understood that I was</p> <p>3 working for them, and when I got paid, I</p> <p>4 had to pay them at least a hundred and</p> <p>5 fifty dollars a week. That was what I --</p> <p>6 Q. But did you understand that</p> <p>7 that hundred and fifty dollars a week was</p> <p>8 because Lovelady was providing you</p> <p>9 services?</p> <p>10 A. Because we live there and we</p> <p>11 eat there, yes.</p> <p>12 Q. Right. And Lovelady also</p> <p>13 provided other services?</p> <p>14 A. Transportation, yes.</p> <p>15 Q. And counseling, and rehab?</p> <p>16 Correct?</p> <p>17 A. I'm not going to agree with</p> <p>18 the counseling one.</p> <p>19 Q. Would you dispute that there</p> <p>20 were actually counselors that were</p> <p>21 employed by Lovelady that provided</p> <p>22 services?</p> <p>23 A. I don't know if they're</p>	<p style="text-align: right;">Page 103</p> <p>1 doing volunteer work?</p> <p>2 A. No.</p> <p>3 Q. What type of work were you</p> <p>4 doing when it was volunteer?</p> <p>5 A. It varied. Different weeks,</p> <p>6 different days. Sometimes it was taking</p> <p>7 out the trash. Sometimes it was painting.</p> <p>8 Sometimes it was cleaning the smoke yard.</p> <p>9 Sometimes it was sweeping, mopping.</p> <p>10 Whatever task they said needed to be done.</p> <p>11 Q. Did the volunteer work help</p> <p>12 others?</p> <p>13 A. I don't know.</p> <p>14 Q. What's your understanding of</p> <p>15 what it means to be a volunteer?</p> <p>16 A. You're actually a volunteer.</p> <p>17 You're volunteering your time, and you're</p> <p>18 not being compensated for it, but I wasn't</p> <p>19 a volunteer. I had to do it.</p> <p>20 Q. Have you done any other type</p> <p>21 of volunteer work outside of Lovelady</p> <p>22 Center?</p> <p>23 A. No.</p>
<p style="text-align: right;">Page 102</p> <p>1 licensed counselors. They're client reps.</p> <p>2 So...</p> <p>3 Q. Were you also required to</p> <p>4 participate as a volunteer?</p> <p>5 A. There are volunteer hours.</p> <p>6 They call them volunteer hours, but</p> <p>7 they're not really volunteer. They're</p> <p>8 mandatory. They're required. Two hundred</p> <p>9 and fifty hours from the time you entered</p> <p>10 the program until you reach that amount.</p> <p>11 At least ten hours a week, I believe, was</p> <p>12 the requirement, and those had to be done</p> <p>13 within the center in addition to the</p> <p>14 chores that are also mandatory. But they</p> <p>15 weren't volunteer. They were required.</p> <p>16 As a part of the program. You didn't do</p> <p>17 them, you were going to be out.</p> <p>18 Q. Do you know what the purpose</p> <p>19 of the volunteer work was?</p> <p>20 A. I don't know what their</p> <p>21 purpose was, but I know that it benefited</p> <p>22 the center, kept the center clean.</p> <p>23 Q. Did you get any benefit for</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. Would you expect to get paid</p> <p>2 for work done as a volunteer?</p> <p>3 A. No.</p> <p>4 Q. So did you understand that</p> <p>5 Lovelady had a requirement for a specific</p> <p>6 number of hours for volunteer hours? Did</p> <p>7 you understand that you would not be paid</p> <p>8 for those hours?</p> <p>9 A. At the time I just knew I had</p> <p>10 to do them. I didn't know if they -- I</p> <p>11 didn't even know whether they were going</p> <p>12 to go towards my fees or not. I just knew</p> <p>13 that I had to do those hours. It was a</p> <p>14 requirement program, so...</p> <p>15 Q. But you also understood that</p> <p>16 the volunteer hours would not be paid,</p> <p>17 correct?</p> <p>18 A. I mean, they weren't paid.</p> <p>19 Should they have been paid? Yes. But</p> <p>20 they weren't.</p> <p>21 Q. But you just said a minute ago</p> <p>22 that you would not normally expect to be</p> <p>23 paid for volunteer hours, correct?</p>



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1 A. They weren't volunteer hours,  
2 is what I'm telling you. I did not  
3 volunteer my time. I did not get up out  
4 of the goodness of my heart and say I'm  
5 going to clean the sidewalk today. No. I  
6 was told "You did this, it's a part of the  
7 program or you lose your privileges," and  
8 when you have gotten in trouble enough,  
9 they dismiss you, so I did what I was told  
10 to do.

11 Q. But you understood when you  
12 enrolled in the program that Lovelady  
13 required you to participate in a certain  
14 amount of volunteer hours, correct?

15 A. Initially, no. After the  
16 first week they explained things to me,  
17 and yes, I understood that I had to do  
18 those things.

19 Q. And did you understand that  
20 you would not be paid for those hours?

21 A. Yes. But that has nothing to  
22 do with the thrift store.

23 Q. Did Lovelady provide

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1 transportation to you when you worked at  
2 the thrift store or at Burger King?

3 A. Yes. Both.

4 Q. Okay. And let's talk about  
5 your time at the thrift store. When did  
6 you work for the thrift store?

7 A. In July or August, I started  
8 working for the thrift store at the call  
9 center.

10 Q. Of 2013?

11 A. Yes. I don't really recall  
12 all these dates. It was a very hectic  
13 schedule.

14 Q. And were you still enrolled as  
15 a client at Lovelady at that time?

16 A. Yes.

17 Q. Were you in the Success  
18 program at that time?

19 A. Yes.

20 Q. So did your hours where you  
21 were working at the thrift store, did  
22 those hours count towards the Success  
23 program?

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1 A. Well, they counted towards the  
2 time that I was paid, and if I worked  
3 forty hours, I was paid a set amount, and  
4 then my fees would come out of what I was  
5 paid.

6 Q. Correct. So when you were  
7 working at the thrift store in July or  
8 August of 2013, you were enrolled at  
9 Lovelady?

10 A. Yes.

11 Q. And in the Success program?

12 A. Yes.

13 Q. And so your time spent at the  
14 thrift store would be recorded on, for  
15 example, a sheet similar to Exhibit 10?

16 A. The Success program, my actual  
17 work hours should be recorded on the  
18 Success program sheet, but there were also  
19 opportunity credit sheets for additional  
20 hours that I worked. There should be,  
21 somewhere.

22 Q. So did you ever work time at  
23 the thrift store and not record it on one

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1 of those sheets, either the opportunity  
2 credit sheet or the Success program sheet?

3 A. Yes.

4 Q. Why didn't you record your  
5 time?

6 A. Because my supervisor told me  
7 I was not allowed to record more than  
8 forty-five hours a week.

9 Q. Who was your supervisor?

10 A. At that time the person that  
11 actually gave me that directive was Robin  
12 Watford Payne. She had multiple last  
13 names.

14 Q. Were any of the hours spent  
15 after forty hours a week volunteer hours?

16 A. No.

17 Q. Were they ever recorded in any  
18 other way on any other sheet?

19 A. Not that I'm aware of.

20 Q. Do you have any evidence of  
21 working over forty-five hours a week at  
22 the thrift store?

23 A. I don't, no. There are time

<p style="text-align: right;">Page 109</p> <p>1 sheets that record up to forty-five hours,  2 but that's the highest we were allowed to  3 put.  4 Q. Did you work over forty-five  5 hours at the thrift store?  6 A. Yes. Frequently.  7 Q. How often?  8 A. I would say almost every week.  9 I almost always worked at least one double  10 per week. And there were many weeks that  11 I worked two and three doubles a week,  12 which is a fifteen-hour day. But you only  13 get to record thirteen hours on your  14 paycheck because you get there at 7:00 in  15 the morning, but you don't leave until, if  16 you're closing the store, at least 9:30 at  17 night. Sometimes later, depending on how  18 wrecked the store is.  19 Q. So about how many hours were  20 you working per week at the thrift store?  21 A. I would estimate at least -- I  22 would say fifty-five hours a week  23 probably.</p>	<p style="text-align: right;">Page 111</p> <p>1 Q. Or recommendations from  2 previous employers?  3 A. No. My recommendation came  4 from Elizabeth in the call center.  5 Q. Who made sure that you did  6 work at the call center or at the thrift  7 store?  8 A. In the call center my  9 immediate supervisor was Elizabeth.  10 Q. What's Elizabeth's last name;  11 do you recall?  12 A. I don't. I'm sorry. As a  13 cashier, my immediate supervisors were Joy  14 Jones, Robin Watford Payne, and Jennifer  15 Cox, and then above Jennifer was Hugh  16 Thomas, but there were a lot of other  17 ladies, people that had been there for  18 longer periods or that were already  19 graduates of the program that also  20 instructed me what to do. Sally  21 Bellsnyder was also a floor supervisor, so  22 she told us what to do on occasion.  23 Q. Who came up with your</p>
<p style="text-align: right;">Page 110</p> <p>1 Q. And what was your job title  2 there?  3 A. Originally, I was in the call  4 center with Elizabeth, and I don't know  5 what the job title would be for that, but  6 I then became a cashier, and after I was  7 there for a while, I became the head  8 cashier, so...  9 Q. Did you apply for that job?  10 A. No.  11 Q. Did you have an interview for  12 that job?  13 A. Yes. I did talk to Jennifer  14 Cox, and Robin Watford before they decided  15 to put me in the position.  16 Q. When you say talked to, what  17 do you mean?  18 A. Like they asked me about my  19 previous work experience and why I wanted  20 to be a cashier so...  21 Q. Did you provide them any  22 resume?  23 A. No.</p>	<p style="text-align: right;">Page 112</p> <p>1 schedule?  2 A. I think Robin, but I'm not  3 sure. Robin or Jennifer.  4 Q. And that's Robin or Jennifer  5 at the Lovelady Center?  6 A. Yeah. Jennifer Cox or Robin  7 Watford Payne were supervisors.  8 Q. Did you graduate from the  9 Lovelady program?  10 A. I did.  11 Q. When did you graduate?  12 A. February 21st, 2014.  13 Q. What did you do after you  14 graduated?  15 A. I moved into the grad  16 apartment. I mean, I stayed in the center  17 until the grad apartment became available,  18 and then I moved into the grad apartment.  19 Q. Did you still work at the  20 thrift store?  21 A. I did.  22 Q. Did you work anywhere else  23 outside the center at that time or</p>



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1 previously while you were enrolled before  
2 you graduated?  
3 A. I worked for Burger King when  
4 I first came to the center before I went  
5 to work for the thrift store, and then I  
6 worked for Burger King after I left the  
7 Thrift Store and I was still at the grad  
8 house.  
9 Q. When did you work for Burger  
10 King when you were enrolled at the center  
11 before you graduated? What dates?  
12 A. To be honest with you, I don't  
13 recall the exact dates, but it was March,  
14 sometime in March until July, I think, as  
15 a cashier on the Highway 280 location.  
16 Q. March or to July 2013?  
17 A. Yes.  
18 Q. And did someone from Lovelady  
19 give you transportation to Burger King?  
20 A. Yes.  
21 Q. Were you paid by Burger King?  
22 A. I was.  
23 Q. Was anybody at Lovelady

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1 responsible for your duties while you were  
2 employed by Burger King?  
3 A. Just the chores that I did  
4 inside the center, stuff that I had to do  
5 for the center and the mandatory ten hours  
6 a week.  
7 Q. So no one at Lovelady was  
8 responsible for your job duties and your  
9 work at Burger King, correct?  
10 A. Correct.  
11 Q. And how often did you work at  
12 Burger King? Every day?  
13 A. I was working full time, so  
14 thirty-six hours a week.  
15 Q. Did you turn in time sheets to  
16 your supervisor at Burger King?  
17 A. No. They have a computer that  
18 you punch in and punch out on.  
19 Q. Did somebody at Burger King  
20 come up with that schedule, your work  
21 schedule?  
22 A. Yes. But it also had to be  
23 cleared through your client rep before you

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1 could leave the building.  
2 Q. Was that for purposes of  
3 transportation to make sure that they  
4 could get you there?  
5 A. We had to sign a  
6 transportation sheet for that so that they  
7 knew who they had to take where and when,  
8 but I'm guessing that was so the client  
9 reps could keep track of where you were.  
10 And I also was instructed by my client rep  
11 in the beginning that I could not leave on  
12 my breaks while at Burger King, that I had  
13 to stay in the restaurant. I wasn't  
14 allowed to leave the property while I was  
15 at work.  
16 Q. Is that a requirement at  
17 Burger King?  
18 A. Nope.  
19 Q. And so you worked at Burger  
20 King for how long when you were at  
21 Lovelady before you graduated?  
22 A. Just a few months, two or  
23 three months.

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1 Q. Why did you leave Burger King?  
2 A. Because I had been working in  
3 the call center for Elizabeth for  
4 opportunity credit, and she offered me a  
5 job at the call center, and it was easier  
6 taking transportation. If you have an  
7 outside job, it's really difficult,  
8 especially if you work at night on 280.  
9 It would sometimes be three, three and a  
10 half hours before I got back to the  
11 center. Or two or three hours that I  
12 would have to leave early in order to get  
13 to my job on time, but the thrift store  
14 van is a completely separate  
15 transportation vehicle, and it was more  
16 convenient.  
17 Q. So did you quit your job at  
18 Burger King?  
19 A. I did.  
20 Q. And then you said you were  
21 working at the thrift center, the thrift  
22 store, and then you graduated in February  
23 of 2014?

<p style="text-align: right;">Page 117</p> <p>1 A. Uh-huh.</p> <p>2 Q. And you were living in</p> <p>3 graduate housing. When did you go to work</p> <p>4 for Burger King again?</p> <p>5 A. I think it was July. I don't</p> <p>6 remember. Maybe August of 2014.</p> <p>7 Q. Did you stay employed at</p> <p>8 Burger King?</p> <p>9 A. I did.</p> <p>10 Q. For how long?</p> <p>11 A. Until a week after I was</p> <p>12 dismissed from the grad house.</p> <p>13 Q. Why were you dismissed from</p> <p>14 the grad house?</p> <p>15 A. For taking Viva Zen.</p> <p>16 Q. What's Viva Zen?</p> <p>17 A. Just over-the-counter herbal</p> <p>18 energy supplement.</p> <p>19 Q. Did you fail a drug test?</p> <p>20 A. They said I did.</p> <p>21 Q. Do you have any reason to</p> <p>22 dispute that you failed a drug test?</p> <p>23 A. Yes. Because there were no</p>	<p style="text-align: right;">Page 119</p> <p>1 Odenville and went to work for Subway.</p> <p>2 Q. Are you currently employed by</p> <p>3 Subway?</p> <p>4 A. No.</p> <p>5 Q. How long did you work for</p> <p>6 Subway?</p> <p>7 A. Six months.</p> <p>8 Q. Why did you leave Subway?</p> <p>9 A. Because I moved again.</p> <p>10 Q. Did you apply for your job at</p> <p>11 Subway?</p> <p>12 A. I did.</p> <p>13 Q. Did you interview for your job</p> <p>14 at Subway?</p> <p>15 A. I did.</p> <p>16 Q. Did you submit any resume or</p> <p>17 letter of recommendation from previous</p> <p>18 employers when you applied for your job at</p> <p>19 Subway?</p> <p>20 A. Not a resume. Just an</p> <p>21 application.</p> <p>22 Q. You worked there for six</p> <p>23 months. Did you quit?</p>
<p style="text-align: right;">Page 118</p> <p>1 drugs in my system.</p> <p>2 Q. Do you have any evidence that</p> <p>3 there was no drugs in your system?</p> <p>4 A. Yes. Actually, I took a drug</p> <p>5 test for my probation officer a couple of</p> <p>6 days after that, and it came back</p> <p>7 negative.</p> <p>8 Q. So do you have that with you</p> <p>9 here?</p> <p>10 A. I don't.</p> <p>11 Q. You said it was a couple of</p> <p>12 days after the previous drug test?</p> <p>13 A. Yes. But their drug test said</p> <p>14 I was positive for Methadone. I did not</p> <p>15 take Methadone. I was not taking any</p> <p>16 illegal drugs, but I did take Viva Zen.</p> <p>17 Q. Were you required to leave</p> <p>18 Lovelady?</p> <p>19 A. The option was to restart the</p> <p>20 program or leave. I chose to leave.</p> <p>21 Q. And what did you do after you</p> <p>22 left Lovelady?</p> <p>23 A. Moved in with a friend in</p>	<p style="text-align: right;">Page 120</p> <p>1 A. I did.</p> <p>2 Q. Did you work anywhere after</p> <p>3 Subway?</p> <p>4 A. I went to work for McDonald's</p> <p>5 previously.</p> <p>6 Q. McDonald's where?</p> <p>7 A. In Trussville.</p> <p>8 Q. Did you apply for your job at</p> <p>9 McDonald's?</p> <p>10 A. I did.</p> <p>11 Q. Did you submit a resume or a</p> <p>12 letter of application?</p> <p>13 A. No resume. Just application.</p> <p>14 Q. Did you interview for your job</p> <p>15 at McDonald's?</p> <p>16 A. Yes.</p> <p>17 Q. How long did you work at</p> <p>18 McDonald's?</p> <p>19 A. Until June the 12th. I went</p> <p>20 to work for --</p> <p>21 Q. 2015?</p> <p>22 A. Yes. When I went to work for</p> <p>23 my current employer, Collegiate Admission</p>

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1 and Retention Solutions June the 8th. And  
2 so after my initial training week with  
3 CARS, I quit working at McDonald's and  
4 just stayed with CARS.  
5 Q. So did you apply for your job  
6 at CARS?  
7 A. I did.  
8 Q. Did you interview for your  
9 job?  
10 A. I did.  
11 Q. Did you submit a resume or a  
12 letter of recommendation from previous  
13 employers?  
14 A. Not a resume, just an  
15 application.  
16 Q. What's your job duties at  
17 CARS?  
18 A. I'm a student information  
19 specialist.  
20 Q. Did you receive training for  
21 that?  
22 A. I did.  
23 Q. What type of training?

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1 A. Pretty extensive voice and  
2 call procedure training actually.  
3 Q. Did you receive training on  
4 the job or separate training before you  
5 were able to do certain duties?  
6 A. No. Well, you spend your  
7 first week completely in training. You're  
8 not actually taking live calls. You're  
9 just going through call simulations, which  
10 is like a computerized version of it, and  
11 you learn the call procedures, and then  
12 they put you on the floor where you take  
13 actual calls with clients, so...  
14 MR. CAMP: Can we take a break?  
15 (Recess taken.)  
16 Q. Let's clarify some dates that  
17 we were talking about earlier. I think  
18 you stated that you came to the Lovelady  
19 Center in April 2013?  
20 A. Yes.  
21 Q. After being court ordered to?  
22 A. Yes.  
23 Q. And you did duties, and you

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1 had responsibilities, and you did chores  
2 for the center once you arrived, correct?  
3 A. Yes.  
4 Q. When then did you first work  
5 for Burger King after arriving at the  
6 center?  
7 A. I don't remember the exact  
8 date, but it was, to the best of my  
9 knowledge, it was within four weeks of  
10 arriving at the center.  
11 Q. So it was likely in May of  
12 2013 that you worked at Burger King for  
13 the first time since enrolling at  
14 Lovelady?  
15 A. I think so.  
16 Q. And you just worked there for  
17 a couple of weeks, correct?  
18 A. Until I went to work at the  
19 thrift store so until July or August, and  
20 I wasn't there. I wasn't at Burger King  
21 for a long time.  
22 Q. So you worked at Burger King  
23 for a couple of months while you were

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1 enrolled at the center?  
2 A. To the best of my memory, yes.  
3 Q. And then after you stopped,  
4 after you quit your job at Burger King,  
5 and you stopped working at Burger King,  
6 you took a job where?  
7 A. At the thrift store working in  
8 the call center.  
9 Q. And how long did you work at  
10 the call center at the thrift store?  
11 A. A few weeks, two or three  
12 weeks before I got transferred to a  
13 cashier position.  
14 Q. At the thrift store?  
15 A. At the thrift store, yes.  
16 Q. How long did you work as a  
17 cashier at the thrift store?  
18 A. Until August of 2014.  
19 Q. And why did you stop in August  
20 of 2014?  
21 A. Because I got tired of working  
22 overtime that I wasn't getting paid for.  
23 Q. Did you get a different job?

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1 A. And being paid less than  
2 minimum wage. Yes, I did.  
3 Q. What was your job?  
4 A. I went to work as an hourly  
5 wage for Burger King on Gadsden Highway in  
6 Trussville.  
7 Q. What was your salary?  
8 A. Eighty an hour.  
9 Q. Did Lovelady provide you  
10 transportation to the Burger King?  
11 A. Yes, they did.  
12 Q. So in August of 2014 you went  
13 to work for Burger King when you were  
14 enrolled in the program at Lovelady?  
15 A. I was no longer in the program  
16 when I went back to work for Burger King.  
17 I was in the grad housing at that point.  
18 Q. So just to get it straight,  
19 you enrolled at Lovelady in April 2013?  
20 A. Uh-huh.  
21 Q. You worked for Burger King in  
22 approximately May to June or July in 2013  
23 while you were enrolled in the program?

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1 A. Yes.  
2 Q. You graduated in February  
3 2014, and after that time, you worked  
4 again in August 2014 for Burger King as an  
5 hourly manager?  
6 A. Yes. After I graduated the  
7 program.  
8 Q. Before you worked for Burger  
9 King in August 2014, did you work for the  
10 thrift store after you graduated?  
11 A. Yes.  
12 Q. So after you graduated in  
13 February you were working for the thrift  
14 store for several months?  
15 A. Yes.  
16 Q. And then you took a job for  
17 Burger King?  
18 A. Yes.  
19 Q. And when did you stop working  
20 for Burger King as an hourly manager?  
21 A. It was a week after I was  
22 dismissed from the Lovelady Center. I  
23 don't remember what the date was, to be

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1 honest with you.  
2 Q. Did you state earlier that you  
3 voluntarily left the Lovelady Center in  
4 October 2013?  
5 A. Yes. I was given the option  
6 of starting the program over or leaving.  
7 I chose to leave.  
8 Q. Earlier in the deposition we  
9 talked about various employees at  
10 Lovelady, and supervisors you may have  
11 had. I think you called them client reps;  
12 is that correct?  
13 A. Uh-huh.  
14 Q. Were the client reps or any  
15 other employees at Lovelady clients like  
16 you were? Were they getting treatment for  
17 any substance abuse problem?  
18 A. I believe the client reps were  
19 all previous except for maybe one, they  
20 were all previous Lovelady graduates.  
21 Q. So they had graduated  
22 Lovelady, and they were not current  
23 clients of Lovelady?

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1 A. To the best of my knowledge.  
2 But at the thrift store things were  
3 different. I had like Sally Bellsnyder  
4 was a floor supervisor. She was not a  
5 graduate. She was still in the program.  
6 Christina Ellenburg was a head cashier.  
7 She also had supervising responsibilities,  
8 and she was still in the program, so...  
9 Q. But at Lovelady Center, the  
10 employees who were giving counseling  
11 services, rehab services to the clients,  
12 were they currently clients themselves of  
13 the program?  
14 A. Not that I'm aware of, no.  
15 Q. So you as a client at  
16 Lovelady, were you doing the same types of  
17 duties? Did you have the same times of  
18 responsibilities as, for example, the  
19 client reps?  
20 A. No, I did not.  
21 Q. Okay. Do you know what this  
22 lawsuit is about?  
23 A. It's about being compensated

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1 for the hours that I worked.  
2 Q. What are your claims in this  
3 lawsuit?  
4 A. I just want to be paid for the  
5 time that I worked, that I was an  
6 employee, that I was being paid less than  
7 minimum wage. And I wanted to be paid for  
8 the overtime that I didn't get paid for at  
9 all.  
10 Q. When do you think that you  
11 were not paid overtime that you were due  
12 overtime?  
13 A. The time that I was in the  
14 center until the time -- the time that I  
15 went to work for the thrift store until  
16 the time that I graduated the program, and  
17 the entire period I did not get paid at  
18 least minimum wage, and I did get 1099's  
19 as a private contractor and could not pay  
20 taxes on that income, but I filled out a  
21 W4 when I started working at the thrift  
22 store. So I was under the impression that  
23 I was going to be paying taxes just like

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1 any other job that I've ever had. I did  
2 not know until the end of my first year of  
3 employment with Lovelady Center that I was  
4 a 1099 and a private contractor.  
5 Q. So are your claims only  
6 limited to the overtime that you allege  
7 you were due for working at the thrift  
8 store?  
9 MR. CAMP: Object to the form.  
10 Her attorneys will decide what claims she  
11 can legally bring and what she can't.  
12 Q. The facts associated with your  
13 legal claims -- I'm not asking you a legal  
14 question or the specific claims that  
15 you're bringing in this lawsuit. I'm  
16 asking you about the facts that correspond  
17 to those claims. Are you alleging in this  
18 lawsuit anything other than the facts  
19 surrounding your time spent working at the  
20 thrift store?  
21 A. Whatever time that I spent  
22 working what they called opportunity  
23 credits, I expected to be compensated for

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1 those as well.  
2 Q. Were you working anywhere else  
3 at the center when you were given  
4 opportunity credits?  
5 A. What do you mean was I working  
6 anywhere else?  
7 Q. Well, a lot of the time today  
8 we've talked about your work at the thrift  
9 store.  
10 A. Okay.  
11 Q. I'm asking whether that your  
12 claims in this lawsuit relate to any of  
13 your other time spent working?  
14 A. Yeah. The opportunity credits  
15 were done inside the center. They weren't  
16 in the thrift store.  
17 Q. So you claim you were due  
18 overtime for opportunity credits?  
19 A. I don't think I worked  
20 overtime hours for the opportunity  
21 credits, but I also don't think I was paid  
22 minimum wage for the opportunity credits  
23 and I was never -- they never discussed

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1 with me what was coming out of my fees.  
2 What my work, like what type of  
3 compensation could go towards my fees,  
4 which is what the opportunity credits were  
5 supposed to be for.  
6 Q. Okay. Do you think that you  
7 were an employee of Lovelady?  
8 A. I was an employee of Lovelady.  
9 Q. Do you think that all of the  
10 clients at Lovelady were employees?  
11 A. Inside the center?  
12 Q. Anywhere.  
13 A. At Lovelady Thrift Store we  
14 were employees, yes.  
15 Q. What do you think would happen  
16 if Lovelady had to pay everyone for every  
17 hour spent at the thrift store, for  
18 example? Do you think they would have  
19 funds to do that?  
20 A. I don't know. That's not  
21 really something for me to answer. It has  
22 nothing to do with me.  
23 Q. Did Lovelady Center give you



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1 any benefits?  
2 A. Meaning?  
3 Q. Anything? Did anything good  
4 come out of your time at Lovelady?  
5 A. Yeah. The work experience  
6 that I got. And some of the relationships  
7 that I developed were beneficial.  
8 Q. So all in all it was a good  
9 thing in your life?  
10 A. No. It's made my life pretty  
11 complicated now.  
12 Q. But you got certain benefits  
13 from participating in the program?  
14 A. There was some benefits, yes,  
15 but overall my life is more complicated  
16 now, and it's preventing me from  
17 furthering my education.  
18 Q. How is it preventing you from  
19 furthering your education?  
20 A. Because thousands of dollars  
21 worth of pell grant money disappeared and  
22 was unaccounted for as well as my taxes  
23 that were sent to Shawn Magahey that never

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1 got filed. So I cannot now go back to  
2 school because I don't qualify for a pell  
3 grant until all of these issues are  
4 resolved.  
5 Q. So what do you think Lovelady  
6 Center did to your pell grant?  
7 A. I don't know.  
8 Q. What is a pell grant?  
9 A. It's federal money that is  
10 supposed to be refunded to the government  
11 if not used for education, but I never got  
12 the balance of those grants, however, I  
13 did receive tax documents that said  
14 someone got the balance of those grants.  
15 I don't know what happened to the rest of  
16 it.  
17 Q. Do you have any evidence that  
18 Lovelady ever had your pell grant, ever  
19 was authorized to do anything with it?  
20 A. There are accounts set up in  
21 our name at the Lovelady Center. Do I  
22 know that they got it? No, I don't. Do I  
23 have evidence that they had it? No, I

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1 don't. But I do have evidence that  
2 someone got it. And it wasn't me. And  
3 from what I understand, it wasn't  
4 Tennessee Temple. So...  
5 Q. So you're just surmising that  
6 it was Lovelady? You have no evidence,  
7 correct?  
8 A. At this point, no.  
9 Q. You mentioned something about  
10 a tax return?  
11 A. Right. When I got 1099'd as a  
12 private contractor for over seven thousand  
13 dollars, I'm required to pay taxes on  
14 that, and the 1099 also turned it into  
15 what's considered a complicated tax  
16 refund. So to have your taxes done cost  
17 hundreds of dollars, which I didn't have  
18 because I made less than minimum wage.  
19 And I sent my information to Shawn, and I  
20 don't know. I'm trying to resolve the  
21 issue. I don't know if my taxes ever got  
22 filed.  
23 Q. And who is Shawn?

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1 A. Shawn Magahey is Melinda's  
2 husband. He's a tax accountant or at  
3 least does taxes.  
4 Q. Is he an employee at Lovelady  
5 Center?  
6 A. I don't remember.  
7 Q. So are part of your claims in  
8 this lawsuit surrounding the fact that you  
9 have missing pell grant money?  
10 A. Not part of this lawsuit, no.  
11 Q. Do you have another lawsuit  
12 related to that?  
13 A. Not at this time.  
14 Q. So the claims in this lawsuit  
15 only relate to --  
16 A. The work I did for the  
17 Lovelady Center.  
18 Q. Did you ever tell anyone at  
19 Lovelady while you were enrolled there or  
20 afterwards that you should be paid  
21 overtime?  
22 A. Yes.  
23 Q. When did you tell someone and

<p style="text-align: right;">Page 137</p> <p>1 who did you tell?</p> <p>2 A. I don't recall all the</p> <p>3 instances, but a lot of the thrift store</p> <p>4 employees were disgruntled for not being</p> <p>5 paid overtime. We've discussed it. I can</p> <p>6 tell you that I remember talking to my</p> <p>7 roommate, Sally Bellsnyder as well as Joy</p> <p>8 Jones, but I cannot tell you each and</p> <p>9 every instance of every person that I</p> <p>10 talked to.</p> <p>11 Q. Okay. I'm going to mark what</p> <p>12 I think is our last exhibit, Exhibit</p> <p>13 Number 11.</p> <p>14 (Whereupon, Defendant's</p> <p>15 Exhibit 11 was marked for</p> <p>16 identification and attached</p> <p>17 to the deposition.)</p> <p>18 Q. This is your declaration. Did</p> <p>19 you sign this document, Ms. Gaddis?</p> <p>20 A. Yes.</p> <p>21 Q. Did you draft this document?</p> <p>22 A. Did I draft it -- you mean did</p> <p>23 I type it? No.</p>	<p style="text-align: right;">Page 139</p> <p>1 returning to the Lovelady Center?</p> <p>2 A. I did.</p> <p>3 Q. When was that?</p> <p>4 A. In June, May or June of this</p> <p>5 year.</p> <p>6 Q. And why did you consider</p> <p>7 returning?</p> <p>8 A. Because I separated from my</p> <p>9 boyfriend, and I didn't have anywhere else</p> <p>10 to go and I didn't want to live in a</p> <p>11 shelter.</p> <p>12 Q. Had you relapsed into your</p> <p>13 drug addiction at that time?</p> <p>14 A. No.</p> <p>15 Q. Did you decide to enroll in</p> <p>16 Lovelady again?</p> <p>17 A. I would have but I never heard</p> <p>18 back from Melinda or Shay in the intake</p> <p>19 department, and I found a better place to</p> <p>20 live, a different place to live.</p> <p>21 Q. Did you submit a new</p> <p>22 application for enrollment at Lovelady?</p> <p>23 A. I never submitted an</p>
<p style="text-align: right;">Page 138</p> <p>1 Q. Did your attorney type this</p> <p>2 for you?</p> <p>3 A. He did.</p> <p>4 Q. Did you tell him the substance</p> <p>5 of the information in this affidavit?</p> <p>6 A. All of it, yes, I did.</p> <p>7 Q. And you believe that the</p> <p>8 statements in this declaration are correct</p> <p>9 and true today?</p> <p>10 A. I do.</p> <p>11 Q. Did you ever refer anyone to</p> <p>12 the Lovelady Center?</p> <p>13 A. I think I referred a friend</p> <p>14 but only because she was in a desperate</p> <p>15 situation. And she didn't go. So...</p> <p>16 Q. So you said you referred her</p> <p>17 because she was in a desperate situation?</p> <p>18 Did you think Lovelady Center would be a</p> <p>19 good fit for her?</p> <p>20 A. It would be safer than active</p> <p>21 addiction and the situation she was living</p> <p>22 in at the time.</p> <p>23 Q. Did you ever consider</p>	<p style="text-align: right;">Page 140</p> <p>1 application for enroll to begin with.</p> <p>2 Q. How did you contact Lovelady?</p> <p>3 Did you say it was May of this year?</p> <p>4 A. I called.</p> <p>5 Q. 2015?</p> <p>6 A. It was May or June.</p> <p>7 Q. May or June of 2015, you</p> <p>8 called Lovelady?</p> <p>9 A. Well, I think I texted Melinda</p> <p>10 but I called intake. So...</p> <p>11 Q. And you wanted to return to</p> <p>12 Lovelady?</p> <p>13 (Interruption.)</p> <p>14 A. I didn't really want to, but I</p> <p>15 would have rather than go to a shelter.</p> <p>16 Q. Did you go to a shelter?</p> <p>17 A. I did not.</p> <p>18 Q. Where did you go?</p> <p>19 A. I moved in with a friend.</p> <p>20 Q. Did you ever contact Lovelady</p> <p>21 again to see if you could enroll there</p> <p>22 after you first called? In May or June of</p> <p>23 2015?</p>



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1 A. Well, I think I initially  
2 talked to intake, and then a couple of  
3 days later I talked to Melinda, but after  
4 that, no.  
5 Q. Okay. We talked earlier about  
6 the department of labor and the  
7 investigation and the fact that you  
8 received a settlement check for overtime,  
9 correct?  
10 A. It wasn't for overtime because  
11 I couldn't prove those hours. It was for  
12 the time after I graduated the program,  
13 paying me minimum wage for the recorded  
14 hours. That's what the check was for.  
15 Q. Okay. And you were paid money  
16 that you accepted and deposited or cashed,  
17 correct?  
18 A. I accepted it for -- yes.  
19 Q. Is there any reason, do you  
20 believe there's any reason that you were  
21 not paid the amount you were due at that  
22 time?  
23 A. I don't know what the reason

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1 is, and had I known my rights, I would not  
2 have accepted that settlement or that  
3 compensation, amount of compensation.  
4 Q. So at this time do you think  
5 you were not paid the amount that you were  
6 due?  
7 A. Yes.  
8 Q. So to state it another way,  
9 you do not think that you were paid the  
10 amount you were due?  
11 A. I think I am owed more money  
12 than what that check covered, yeah.  
13 MR. CAMP: That's better.  
14 Q. Has anyone told you that you  
15 were due overtime?  
16 A. You're legally supposed to be  
17 paid for any hours you work overtime time  
18 and a half. It's the law, yeah.  
19 Q. Did anyone tell you that you  
20 were due overtime pay for your work at the  
21 Lovelady Center?  
22 A. If the labor department had  
23 records that could have proven the

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1 overtime that I worked, then yes, I would  
2 have been compensated for that as well.  
3 Q. Did anyone tell you --  
4 A. Yes. The lady at the labor  
5 department that we had a conversation  
6 about it, that you were supposed to be  
7 compensated for overtime hours time and a  
8 half.  
9 Q. Did she tell you that you were  
10 actually due money for overtime?  
11 A. Me personally?  
12 Q. For overtime pay?  
13 A. No, me personally.  
14 Q. Has anyone told you that you  
15 are due overtime pay for your time worked  
16 at the Lovelady Center?  
17 A. No.  
18 Q. Has your lawyer told you that?  
19 MR. CAMP: Object to the form.  
20 Q. I'm not trying to get into --  
21 I'm trying to say anyone besides your  
22 lawyer. If he has, that's not what I'm  
23 asking, but anyone besides your lawyer.

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1 Have you had a conversation about whether  
2 or not you were owed overtime pay?  
3 A. I've had conversations about  
4 the overtime pay that I know I'm owed  
5 with. Other employees of the thrift store  
6 as well as supervisors at the thrift store  
7 who no longer work there, so, yes.  
8 Q. The supervisors you're  
9 referring to, though, at the thrift store,  
10 were those supervisors also clients at the  
11 time? So kind of in your position or were  
12 they -- what was their position?  
13 A. No. They were actually on  
14 payroll and were graduated. They don't  
15 live in the grad house. They have  
16 graduated the program and moved on. They  
17 had years of sobriety.  
18 Q. And those supervisors told you  
19 that you were due overtime?  
20 A. Jennifer Cox was one, yeah.  
21 Q. So have you given us all of  
22 the documents in addition to the ones I  
23 just gave to you early this morning that

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1 you contend support your claims that you  
2 were an employee of Lovelady?  
3 A. You have everything that I  
4 have, so, yes.  
5 Q. Have we talked about all of  
6 the reasons why you think that you were an  
7 employee?  
8 MR. CAMP: Objection.  
9 Q. Earlier today we talked about  
10 the fact that you worked a certain number  
11 of hours at the thrift store. And you  
12 contend that you were not paid for certain  
13 of those hours that you worked overtime?  
14 A. Right.  
15 Q. Are there any other reasons  
16 why you think you are owed overtime pay  
17 apart from your work at the thrift center,  
18 the thrift store? Excuse me.  
19 A. Well, whatever opportunity  
20 credits that I worked over forty hours,  
21 those, too, I think should be included.  
22 And the volunteer hours that we had to do  
23 that weren't really volunteer hours, yeah,

Page 146

1 I think those should be included as well.  
2 Q. Do you have any other evidence  
3 to support your claims besides the  
4 documents that we've received from you and  
5 your testimony here today?  
6 A. No.  
7 Q. I think we are probably  
8 finished with your questions. We're going  
9 to keep the deposition open, though. We  
10 have objections to some of the discovery  
11 responses, so if we need to open up again  
12 at another time because of that, we  
13 reserve that right.  
14 MR. CAMP: I'm not going to  
15 agree to keep the deposition open,  
16 however, they're free to make a motion to  
17 the Court if they need to in the future.  
18 I have a few questions.  
19  
20 EXAMINATION BY MR. CAMP:  
21 Q. The opportunity credits that  
22 she spoke of, did you expect to receive  
23 any compensation in exchange for the work

Page 147

1 you did and record it as an opportunity  
2 credit?  
3 A. Yes.  
4 Q. And what was that  
5 compensation?  
6 A. It was supposed to be money  
7 taken off of my fees. Was the purpose of  
8 the opportunity credits, was to bring your  
9 fees down, so compensation that went  
10 towards fees.  
11 Q. And the work that you did in  
12 the Success program, did you expect  
13 compensation in exchange for that work?  
14 A. I did.  
15 Q. And what compensation did you  
16 expect to receive?  
17 A. Well, there was a set amount  
18 that you get paid in the beginning, and  
19 your fees come directly out of that, but  
20 it was less than minimum wage so -- and I  
21 expected to be paying taxes and not be  
22 1099'd as a private contractor. But yes,  
23 I expected compensation for the Success

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1 program if I worked forty hours.  
2 Q. What would happen if the  
3 number of hours you worked in the Success  
4 program were less than forty hours a week?  
5 MS. COUCH: Object to the  
6 form.  
7 A. You wouldn't actually get any  
8 money from working because it wouldn't  
9 cover your fees, so like there was a set  
10 amount of hours that you had to work  
11 before your fees were met, and if you  
12 didn't get that, then you would be behind.  
13 So...  
14 Q. So am I to understand that if  
15 you didn't work forty hours, if you worked  
16 less than forty hours, Lovelady would take  
17 the entire amount that you were supposed  
18 to receive to satisfy the fees?  
19 MS. COUCH: Object to the  
20 form. Mischaracterizes testimony.  
21 A. When you're working for the  
22 thrift store and Lovelady Center is  
23 actually your employer then, yes, your

<p style="text-align: right;">Page 149</p> <p>1 fees come out first. They come out before 2 anything else. So if your check is a 3 hundred and fifty dollars and you owe a 4 hundred and fifty dollars, you pay that. 5 Q. And if you work over forty 6 hours, is there a possibility that you'll 7 receive cash in addition to the fees being 8 credited? 9 A. I mean, you get a set amount 10 for forty hours. If you worked forty-five 11 you get a slight compensation, but I think 12 it's like five dollars an hour for the 13 extra five hours. So it's not -- I don't 14 know how they calculate it. You'd have to 15 ask them. I never really got that. Yeah. 16 You get your fees plus like at the end 17 when I was working for the thrift store, I 18 made two fifty a week. So if I worked a 19 minimum of forty hours, my fees were 20 covered, which was the one fifty, and then 21 I had a hundred dollars in addition to, if 22 I worked at least forty hours a week. 23 MR. CAMP: Okay. And if you</p>	<p style="text-align: right;">Page 151</p> <p>1 if he did or not. I faxed him the 2 information. He was going to. 3 Q. And are you saying today that 4 through trying to get the pell grants, you 5 don't believe the taxes were filed? 6 MS. COUCH: Object to form. 7 A. Yes. 8 Q. That's correct? 9 A. That's what I believe, yes. 10 Q. And when you went to Lovelady, 11 when you were at the Lovelady Center in 12 the program and Temple University came in, 13 did someone there at the university have 14 you complete pell grant paperwork? 15 MS. COUCH: Object to the 16 form. 17 A. Yes. 18 Q. So it was your understanding 19 that you or the government was paying for 20 the courses offered by Temple University? 21 A. Yes. 22 Q. It wasn't a benefit of being 23 part of the Lovelady's program, correct?</p>
<p style="text-align: right;">Page 150</p> <p>1 worked less than forty, the entire amount 2 was kept by the Lovelady Center. 3 MS. COUCH: Object to the 4 form. 5 Q. Is that accurate? 6 A. When I was still inside the 7 program, yes, usually. 8 Q. Now, at any point in time did 9 you believe that the work you were doing 10 and recording was an opportunity credit 11 whereas part of the Success program was 12 volunteer work? 13 A. No. 14 Q. Did you ever authorize anybody 15 at the Lovelady Center to deduct volunteer 16 hours from the work you recorded for 17 opportunity credits for the Success 18 program? 19 A. No. 20 Q. Did Shawn Magahey always do 21 your taxes? 22 A. In 2013 he did, and in 2014 he 23 was going to, supposed to. I don't know</p>	<p style="text-align: right;">Page 152</p> <p>1 MS. COUCH: Object to the 2 form. 3 A. No. They were paid for with 4 the pell grants. 5 Q. At any point in time that you 6 were performing work and receiving pay 7 from the Lovelady Center, did they pay you 8 overtime compensation for hours worked 9 over forty? 10 A. No. 11 Q. And that's hours worked over 12 forty in a week, correct? 13 A. Yes. 14 Q. Were there times where the 15 amount of time that you recorded for 16 volunteer work, plus the amount of time 17 that you recorded as opportunity credits 18 exceeded forty in a week? 19 MS. COUCH: Object to the 20 form. 21 A. Yes. 22 Q. And you're seeking overtime 23 for those hours over forty as well?</p>

Page 153

1 A. Yes.

2 Q. Is there any medical staff

3 onsite at the Lovelady Center? Like

4 doctors?

5 A. There are psychiatrists.

6 There's a psychiatrist that visits, and

7 also an optometrist at one point came.

8 But I don't think they're always there.

9 It's just like they come at certain times.

10 Q. If I am correct you had

11 stopped your employment with Burger King

12 as of July, August of 2013, correct?

13 A. I think so, yes.

14 Q. And you have testified earlier

15 that you had completed a W9 form for the

16 Lovelady Center for tax returns, correct?

17 A. Yes.

18 (Whereupon, Plaintiff's

19 Exhibit 1 was marked for

20 identification and attached

21 to the deposition.)

22 MR. CAMP: I'll show you

23 what's marked as Plaintiff's Exhibit 1.

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1 Q. It's a W9 form dated September

2 3rd of 2013. This is a W9 you completed

3 while at the Lovelady Center that they

4 have produced to us?

5 A. Okay.

6 Q. Do you believe that to be the

7 W9 you completed before you started

8 working as a cashier at the thrift store?

9 A. Yes.

10 MS. COUCH: What's the Bates

11 for that document unless you have another

12 copy?

13 MR. CAMP: Sure. It's your

14 document. Gaddis VLT0024.

15 (Whereupon, Plaintiff's

16 Exhibit 2 was marked for

17 identification and attached

18 to the deposition.)

19 Q. And so if you could look at

20 Plaintiff's Exhibit 2. It's a document

21 from the department of labor. Can you

22 tell me what period of time this

23 settlement agreement deals with?

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1 A. This is on the time after I

2 graduated, goes from February the 23rd,

3 which is two days after I graduated the

4 program until August the 3rd.

5 Q. And so am I correct that from

6 July and August, July or August of 2013 up

7 through February 22nd of 2014, you were

8 still working at the thrift store for the

9 Lovelady Center?

10 A. I was.

11 Q. And did your job change any

12 from the point in time that you graduated?

13 Were your job duties different?

14 A. No.

15 Q. And were there other graduates

16 that you worked alongside at the thrift

17 store?

18 A. A few, yes.

19 Q. And for those that were

20 cashiers or working on the floor were

21 their job responsibilities any different

22 than yours were?

23 A. No. Except for Sally. Sally

Page 156

1 had more responsibility than I did. She

2 was a floor supervisor and a cashier.

3 MR. CAMP: I'm going to mark

4 this as PX3.

5 (Whereupon, Plaintiff's

6 Exhibit 3 was marked for

7 identification and attached

8 to the deposition.)

9 Q. It's a picture. It's Bates

10 stamped Walker v Freedom Rain Inc., R

11 Gaddis. I can't make out the Bates. I

12 believe it is 000003.

13 Q. Can you tell me what this is a

14 picture of?

15 A. It's a picture of the poster

16 that's up in the thrift store.

17 Q. And what's it a picture of? I

18 mean, what's --

19 A. The poster reads "Employees

20 only beyond this point." It's put up in

21 the section down with the furniture and

22 electronics, and there's another one in

23 the hallway behind the men's clothing

Page 157

1 section.  
2 Q. Is it a poster that's posted  
3 near doorways?  
4 A. Yes.  
5 Q. And were you allowed beyond  
6 this point?  
7 A. Yes.  
8 Q. And were other clients that  
9 were ladies that were classified or  
10 entitled clients allowed to go beyond that  
11 point?  
12 A. Yes. As long as you worked  
13 there.  
14 Q. In applying for jobs since  
15 you've left the Lovelady Center, do you  
16 name the Lovelady Center as your former  
17 employer?  
18 A. Yes.  
19 MR. CAMP: That's all I have.  
20 FURTHER DEPONENT SAITH NOT  
21  
22  
23

Page 158

1 CERTIFICATE  
2 STATE OF ALABAMA)  
3 JEFFERSON COUNTY)  
4  
5 I hereby certify that the above and  
6 foregoing proceedings were taken down by  
7 me using computer-aided transcription and  
8 that the foregoing is a true and correct  
9 transcript of said proceedings taken down  
10 by me and transcribed by me.  
11 I further certify that I am neither  
12 of kin nor of counsel to the parties to  
13 the action, nor am I in anywise interested  
14 in the result of said cause.  
15 I further certify that I am duly  
16 licensed by the Alabama Board of Court  
17 Reporting as a Certified Court Reporter as  
18 evidenced by my ACCR number below.  
19  
20  
21 \_\_\_\_\_  
22 Lisa Roussell, ACCR #427  
23 Freelance Court Reporter  
COMMISSIONER - NOTARY PUBLIC

Page 159

1 CERTIFICATE  
2 STATE OF ALABAMA)  
3 JEFFERSON COUNTY)  
4  
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6 foregoing proceedings were taken down by  
7 me using computer-aided transcription and  
8 that the foregoing is a true and correct  
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10 by me and transcribed by me.  
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14 in the result of said cause.  
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16 licensed by the Alabama Board of Court  
17 Reporting as a Certified Court Reporter as  
18 evidenced by my ACCR number below.  
19  
20  
21 \_\_\_\_\_  
22 Lisa Roussell, ACCR #427  
23 Freelance Court Reporter  
COMMISSIONER - NOTARY PUBLIC



**U.S. Department of Labor  
Wage and Hour Division  
Receipt for Payment of Back Wages, Liquidated Damages,  
Employment Benefits, or Other Compensation**

**DEFENDANT'S  
EXHIBIT**



I, Gaddis, D Rhonda, have received payment of wages, liquidated damages, employment  
(typed or printed name of employee)  
benefits, or other compensation due to me from Freedom Rain, Inc.  
(name and location of the establishment)  
720 Ludington Lane Birmingham AL 35210

for the period beginning with the workweek ending 02/23/2014 through the  
workweek ending 08/03/2014. The amount of the payment I received is shown below.  
This payment of wages and other compensation was calculated or approved by the U.S. Department of Labor Wage and Hour  
Division (WHD) and is based on the findings of a WHD investigation. This payment is required by the Act(s) indicated below in  
the marked box(es):

☒ Fair Labor Standards Act ( FLSA )

Gross Amount Back Wages \$1,250.59 Gross Amount Liquidated Damages \$0.00  
Legal Deductions from Back Wages \_\_\_\_\_ Other Amount Paid \_\_\_\_\_  
Net Amount Received \_\_\_\_\_ (please specify type)

**NOTICE TO EMPLOYEE:** Your acceptance of this payment of wages and/or other compensation due under the Fair Labor Standards Act (FLSA) or Family Medical Leave Act (FMLA), based on the findings of the WHD means that you have given up the right you have to bring suit on your own behalf for the payment of such unpaid minimum wages or unpaid overtime compensation for the period of time indicated above and an equal amount in liquidated damages, plus attorney's fees and court costs under Section 16(b) of the FLSA or Section 107 of the FMLA. Generally, a suit for unpaid wages or other compensation, including liquidated damages, must be filed within two years of a violation of the FLSA or FMLA. Do not sign this receipt unless you have actually received this payment in the amount indicated above.

**RETALIATION AND KICKBACKS PROHIBITED:** Your employer is prohibited from retaliating against you for accepting payment of wages you are owed or from requiring you to return or decline payment of the wages owed to you. Your employer is also prohibited from retaliating against any person who files a complaint with the Wage and Hour Division (WHD) or cooperates with a WHD investigation. Your employer is also prohibited from interfering with, restraining, or denying the exercise of Family Medical Leave Act (FMLA) rights. You should contact the WHD immediately if your employer takes any of these actions or fails to comply with the law in the future. Your identity will be kept confidential to the maximum extent possible under existing law. You may contact the WHD by calling 1-866-487-9243 or 205-536-8570.

Signature of employee Rhonda Gaddis Date 2/26/15  
Address \_\_\_\_\_

I understand that my signature on this receipt and waiver attests to the fact that I have actually received the payment in the amount indicated above of the wages, liquidated damages, or other compensation due to me, and that I waive my right to bring suit as described above, and covering the period set forth above.

**EMPLOYER'S CERTIFICATION TO WAGE AND HOUR DIVISION OF THE DEPARTMENT OF LABOR:**

I hereby certify that I have on this (Date) \_\_\_\_\_ paid the above-named employee in full covering lost or denied wages, liquidated damages, or other compensation as stated above. I further certify that I have not and will not retaliate against the above-named employee for accepting this payment and I have not and will not ask the employee to return all or part of this payment to me.

Signature [Signature] Title CFO  
(employer or authorized representative)

**PENALTIES INCLUDING FINES OR IMPRISONMENT ARE PRESCRIBED FOR A FALSE  
STATEMENT OR MISREPRESENTATION UNDER U.S. CODE, TITLE 18, SEC. 1001**

REDACTED





7916 2nd Avenue South  
Birmingham, Alabama 35206  
205-833-7410

February 26, 2015

The Lovelady Center agrees to pay Rhonda Gaddis \$1250.59. Ms. Wood agrees this is all the money due and agrees The Lovelady Center owes her nothing else.

Rhonda Gaddis 2/26/15  
Rhonda Gaddis\Date

Rosie Mullen 02/26/15  
On behalf of Lovelady Rosie Mullen\Date

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

The Lovelady Center, Inc.  
Rhonda Gaddis

55799

2/13/2015

1,250.59

Servis First Bank



1,250.59

FORM# 7000 (Standard Business 3-up)

Current Date: February 27, 2015  
 Account Number: [REDACTED]  
 Capture Date: February 27, 2015  
 Item Number: [REDACTED]  
 Posted Date: February 27, 2015  
 Amount: 1,250.59  
 Record Type: Debit

FREEDOM RAIN INC  
 7916 2ND AVENUE SOUTH  
 BIRMINGHAM AL 35206

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

The Lovelady Center, Inc.  
 7916 2nd Ave South  
 Birmingham, AL 35206  
 205-833-7410

ServisFirst Bank  
 3300 Cahaba Road  
 Birmingham, AL 35223  
 205-949-0340

*NO STOP*  
*Imaginal* 55799

DATE 2/13/2015

PAY TO THE ORDER OF Rhonda Gaddis

\$ \*\*1,250.59

One Thousand Two Hundred Fifty and 59/100 \*\*\*\*\* DOLLARS

Rhonda Gaddis  
 7916 2nd Ave South  
 Birmingham AL 35206

*Rhonda Gaddis*

[REDACTED]

PLEASE ENDORSE HERE

*Rhonda Gaddis*

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

FEDERAL RESERVE NOTE

Document Number: 204  
 Transfer: 88  
 2/27/15  
 11:07:24  
 1250.59

CHECK

THE DOCUMENT FEATURES:

- MICR LINE
- THREE STAR ET
- UV DIAL
- SECURITY PRINT
- BALANCE OF THE CHECK
- PARTIAL DEPOSIT
- PAYMENT OF THE CHECK

FEDERAL BANKING ACT 1967

FEDERAL RESERVE REG. CC

REDACTED

Resident Rights and Nondiscrimination Policy

The Board of Directors and staff of The Lovelady Center endorse the right of the clients throughout the recovery process, and support and protect the fundamental human, civil, constitutional, and statutory rights of each resident. The Lovelady Center staff share the responsibility of pursuing recovery from addictive diseases, and in this context the following rights and responsibilities are presented.

1. The Lovelady Center does not discriminate in admissions or employment on the basis of sex, national origin or ethnic group, color, age, religion, disability, or military service. The compliance officer (Melinda McGahee) can be reached at (205) 833-7410, for affirmative action, equal employment opportunity and disability action.
2. Each resident has the right to receive appropriate treatment and care when available in a safe and humane environment. The Lovelady Center reserves the right of admission refusal if it is determined to be detrimental to the applicant or the Center. The reasons, among others deemed necessary by the Administration of The Lovelady Center may include; mental incapacity, health maintenance requirements, drug related behavior at time of application or admission, or evidence of recent violent behavior. Denial appeals may be submitted to the Executive Director.
3. Each resident has the right to participate in the formulation of her recovery plan, and to acknowledge, by signature, the content of the final plan or any adjustments thereto.
4. Each resident has the right to expect personal information contained in their records only to be released according to the confidentiality standards under HIPPA (see Acknowledgement of Confidentiality form).
5. Each resident has the right to know that the performance of all assigned housekeeping and general maintenance duties may be performed without compensation.
6. Each resident has the right to manage her own personal financial affairs if it is not determined by the Administration of The Lovelady Center to be disadvantageous for the resident.
7. Each resident has the right to know that all personal articles, living quarters, and vehicles are subject to be searched at any given time by The Lovelady Center staff and that in an emergency it may not be feasible for the resident to be present at the time of a property search. The Lovelady Center will not at any time be discriminatory in the case of a property search, but it will be imperative to perform routine property searches in order to protect the residents, staff, and guests on the premises of The Lovelady Center.

Client: D. L. GaddisDate: 4-22-13Witness: L. LottDate: 4-22-13

**DEFENDANT'S  
EXHIBIT**Statement of Understanding and Agreement

6

This is to certify that I understand and agree to the following terms and conditions while receiving recovery services through The Lovelady Center.

1. I, Rhonda Gaddis, am a voluntary/court ordered admission to The Lovelady Center, and understand that I have been determined through assessment of my drug or alcohol use, am eligible for residential rehabilitation, or that I have been determined through other circumstances harmful to myself or others, to be eligible to complete The Lovelady Center rehabilitation program.
2. I hereby consent to provide urine and/or saliva samples for alcohol and screening upon request so long as I remain in residence at The Lovelady Center, and that I am subject to immediate dismissal from the program if any chemical use is discovered. Nonconformity of this policy could result in a "positive drug test" to be recorded.
3. I do hereby give my consent to The Lovelady Center staff to search my room person and personal property at any time deemed necessary as long as I remain a resident of this facility, whether I am present or not.
4. I have received a copy of the Client Policy Manual and hereby agree to obey all rules and regulations of The Lovelady Center.
5. I do hereby waive all rights to claim suit against The Lovelady Center and the Board of Directors of The Lovelady Center.
6. I understand that The Lovelady Center is a non-medical facility. If I should require medical treatment, I authorize The Lovelady Center staff to arrange for any treatment, but it is understood that any expenses incurred are my sole responsibility and not the responsibility of The Lovelady Center. In the event of a medical emergency I authorize The Lovelady Center to contact the following persons:

X Name: Janice Jacobs X Name: \_\_\_\_\_  
 Address: [REDACTED] Address: \_\_\_\_\_  
 Telephone: [REDACTED] Telephone: ( ) \_\_\_\_\_

7. I also understand that I have the right to revoke this agreement by voluntarily discharging myself from the program. At such time I am no longer bound under any authorization I initially agreed to accept to the extent of actions that had already been taken in reliance through my initial authorization.

Client Signature: Rhonda Gaddis Date: 4/22/13  
 Witness: R. Loft Date: 4/22/13

The Lovelady Center  
 Revised 3/6/2008

Gaddis v. LC 0006

REDACTED

7

## Financial Obligation Agreement between Resident and The Lovelady Center/TLC Residential Rehabilitation

Initial by which option(s) applies:

- X RG I understand and agree that I am responsible to pay the intake fee of \$500. In addition to the intake fee, I understand to enter the program I must pay \$450.00. This covers the first 3 (three) weeks. **This total amount \$950.00 is due upon intake. All fees are non-refundable.**
- X RG I understand I am responsible to pay a \$150 or 40% of my gross pay, depending on my specified program, weekly for participating in the program. (Any program requires a minimum of \$150 weekly)
- X RG I am entitled to a \$20 weekly discount when I am eligible to and have my own car, valid driver license insurance, and do not use Lovelady transportation at all.
- X RG I understand that I will be charged \$20 for every drug test unless it is random at The Lovelady Center discretion. However, if I test positive for a random drug test, I will be charged the \$15.
- X RG I understand that I will be charged \$10.00 for not signing transportation the night before.
- X RG If you have a child residing here, your account will be charged \$30 for the first child then \$50 for second or more. This is to provide child care Monday thru Friday 6am to 6pm.
- X RG I also understand that The Lovelady Center will receive my food stamp benefits and if my children are residing here their benefits will also go to The Lovelady Center while residing at the center. If I am not eligible for food stamps, I understand an additional \$150 monthly is added to my account and must be paid.
- X RG I understand if any of our Client Reps go to court with me, I will be billed \$50, if Lindsay, Tina, or Sharon accompanies me, \$75 will be charged to my account.
- X RG If I fail to comply, I understand certain privileges may be revoked, and may be subject to dismissal from the program.

According to the above agreement, I have paid \$ 500.00, with \$ 0 balance being billed to me. I understand that on \_\_\_\_\_ (date) that additional fees will be added to my account weekly.

Name Rhonda Gaddis Date 7.22.13 Program Transitional

Employment Status Phase 1 Employment Eligible Hire Date \_\_\_\_\_

Resident Signature Rhonda Gaddis

Intake L. Holt Client Representative Cindy Jenkins

Copy given to:

\_\_\_\_\_ Job Placement \_\_\_\_\_ Accounting

April 9, 2013

Gaddis v. LC 0007